

Submit Bid to:

FLORIDA A&M UNIVERSITY  
Office of Procurement Service  
<https://famu.bonfirehub.com/portal/?tab=openOpportunities>  
Tallahassee, Florida 32307-3200  
Telephone Number: (850) 599-3203



# INVITATION TO NEGOTIATE

## Bidder Acknowledgement

Page of Pages <b>1 of 26</b>	<b>BID WILL BE OPENED: May 3, 2022 at 2:15 P.M.</b>	<b>ITN 0006-2022</b>
<b>Posting Date: April 5, 2022</b>	<b>BID TITLE: FAMU Emergency Disaster Management</b>	

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE:      TELEPHONE NUMBER:

   TOLL-FREE NUMBER:

REASON FOR NO BID

POSTING OF BID TABULATIONS  
Bid tabulations with recommended awards will be posted for review by interested parties on Bonfire Website at <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.*

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE (TYPED) & TITLE

### GENERAL CONDITIONS

**SEALED BIDS:** All bid sheets and this form must be executed and submitted via the Bonfire Website. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: **All Bids must contain this Acknowledgement Form** with an original manual signature of authorized representative in the space provided above. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

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

3. BID OPENING: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Bids, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the bid receipt and other generic administrative information may be announced and recorded on the bid opening date. The contents of the bids will be kept confidential for 30 calendar days, or date of award, whichever is sooner. NOTE: Bid tabulations will be posted on the University's website or furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.

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

5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form.

7. MISTAKES: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.

a) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

b) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

c) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). 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.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Purchasing vendor mailing list.
- b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprourement and cover costs.

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

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this bid, the bidder shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida and University's holidays, unless otherwise specified.

d) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

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

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

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

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination and/or any other behavior considered unprofessional, disruptive or not conducive to the University environment or in violation of University policies will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/ termination of any agreement/purchase orders issued.

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and wellbeing of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

**NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

# INVITATION TO NEGOTIATE

(FAMU Emergency Disaster Management)

ITN: #0006-2022

Refer ALL Inquiries to:

Office of Procurement Services  
Florida A & M University  
2380 Wahnish Way, Room 214  
Tallahassee, FL 32307  
(850) 599-3203 (Office)  
(850) 561-2160 (Fax)

E-mail:

[Nikita.Wiggins@famu.edu](mailto:Nikita.Wiggins@famu.edu)

Bonfire Website:

<https://famubonfirehub.com/portal/?tab=openOpportunities>

# TABLE OF CONTENTS

<u>Contents</u>	<u>Sections</u>
<b>SPECIAL CONDITIONS.....</b>	<b>1.0</b>
Calendar of Events and Purpose of Invitation.....	1.1
Invitation to Negotiate Proposal/Bidder Acknowledgement Form.....	1.2
University Purchasing Staff .....	1.3
Notices to Vendors/Contractors .....	1.4
State Licensing Requirements .....	1.5
Award .....	1.6
Term of Contract .....	1.7
Purchase Order/Contract .....	1.8
Approval .....	1.9
Posting of Solicitation Documents/Bid Tabulation .....	1.10
Notice of Protest Bonding Requirements .....	1.11
Payment Terms .....	1.12
Cancellation .....	1.13
Right to Terminate .....	1.14
Termination for Convenience .....	1.15
Availability of Funds .....	1.16
Prices .....	1.17
Contractor's Insurance.....	1.18
Public Entity Crimes.....	1.19
Identical Tie Bids .....	1.20
Equal Opportunity Statement .....	1.21
Accommodations for Disabilities .....	1.22
Force Majeure .....	1.23
Amendment .....	1.24
Interpretation .....	1.25
BID Bond .....	1.26
Performance and Payment Bond .....	1.27
Conflict of Interest .....	1.28

Price Preference for Florida Vendors ..... 1.29  
Submittal ..... 1.30

**TECHNICAL SPECIFICATIONS..... 2.0**

**ATTACHMENT A – Required Proposal Format**

**ATTACHMENT B – Price Sheet**

**APPENDIX – FORMS ..... 3.0**

Amendments Issued by the University..... 3.1  
Non-Collusion Affidavit ..... 3.2  
Statement of No Involvement ..... 3.3  
Notice of Conflict of Interest ..... 3.4  
Florida Department of State Certificate of Status ..... 3.5

## 1.0 SPECIAL CONDITIONS

### 1.1 CALENDAR OF EVENTS AND PURPOSE OF INVITATION

INVITATION TO NEGOTIATE: #0006-2022

PROPOSAL TITLE: **FAMU Emergency Disaster Management**

OPENING DATE AND TIME: May 3, 2022 @ 2:15 P.M.

**PURPOSE:** Florida A&M University is inviting contractors to participate in an Invitation to Negotiate for Emergency Disaster Management Services.

The successful vendor will provide the product(s) consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services and providing all product(s) required under this agreement in a manner consistent with generally accepted procedures for approved charter companies.

<b>Date/Time</b>	<b>Action</b>
<b>4/5/2022</b>	Invitation to Negotiate - Advertised
<b>4/5/2022</b>	Invitation to Negotiate - Released
<b>4/15/2022</b>	<b>Pre-Proposal Meeting and Campus Walk through 10:00 AM</b> Location 2380 Wahnish Way Room 214, via Zoom Video Conferencing <a href="https://famu.zoom.us/j/98816669658">https://famu.zoom.us/j/98816669658</a>
<b>4/22/2022</b>	Deadline for submitting questions and/or inquiries in writing only; preferably by email to ( <a href="mailto:Nikita.Wiggins@famu.edu">Nikita.Wiggins@famu.edu</a> )
<b>4/26/2022</b>	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: <a href="https://famu.bonfirehub.com/portal/?tab=openOpportunities">https://famu.bonfirehub.com/portal/?tab=openOpportunities</a>
<b>5/3/2022</b>	Deadline for Proposal Submission at 2:00 P.M. (ITN opening) Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307 via Zoom Video Conferencing <a href="https://famu.zoom.us/j/95970646708">https://famu.zoom.us/j/95970646708</a> NOTE: All Bid Responses must be submitted via the Bonfire website: <a href="https://famu.bonfirehub.com/portal/?tab=openOpportunities">https://famu.bonfirehub.com/portal/?tab=openOpportunities</a>
<b>5/16/2022</b>	Posting of the Intent to Award (or other Notice(s) as Appropriate)
<b>5/19/2022</b>	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

### 1.2 INVITATION TO BID/PROPOSAL ACKNOWLEDGEMENT FORM

All bids, Invitation to bid/Bidder Acknowledgement forms must be submitted to the Florida A&M University, via the Bonfire website, in order to be considered for this award. The form must be properly completed, executed, and returned with the bid by the bidder including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms

vendor, bidder and contractor have the same meaning. The paragraphs in this Section are numbered for the convenience of the University.

### **1.3 UNIVERSITY PURCHASING STAFF**

The Office of Procurement Services employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with staff and vendors/contractors. Please contact in writing the Procurement staff mentioned below:

(Nikita Wiggins), (850)599-3203, E-mail: ([Nikita.Wiggins@famu.edu](mailto:Nikita.Wiggins@famu.edu))

### **1.4 NOTICES TO VENDORS/CONTRACTORS**

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

### **1.5 STATE LICENSING REQUIREMENTS**

All corporations seeking to do business with the State of Florida shall, at the time of submitting a response to this solicitation, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the bid. The successful bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this solicitation, if any. Partnerships seeking to do business with the State shall, at the time of submitting such a bid, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Status shall be required indicating that the bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the bidder shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or [www.sunbiz.org](http://www.sunbiz.org)

### **1.6 AWARD**

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

### **1.7 TERM OF CONTRACT**

The contract resulting from this ITN, if any, will commence when contract is signed and executed and will be for a three (3) year period with FAMU and the selected service provider (s) and the University having the option to renew for an additional two (2) one (1) year periods pending mutual consent.

### **1.8 PURCHASE ORDER/CONTRACT**

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

## 1.9 APPROVAL

A purchase order/contract will be issued as a result of this bid with the understanding that all products delivered must meet the approval of the Director, Building Maintenance mentioned below. All approvals are made with the understanding that all products are in conformance with all aspects of the bid specifications. Approving Official: Benjamin Rapheal, Director of Building Maintenance.

## 1.10 POSTING OF BID DOCUMENT/BID TABULATION

- a. Any protest concerning specifications to a solicitation shall be made in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted, in writing, to:

Office of Procurement Services  
2380 Wahnish Way, Suite 214  
Tallahassee, Florida 32307

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and on the FAMU Website: <http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting> and will remain posted for a period of seventy-two (72) hours (three (3) business days). Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address listed above in item a.

All bids accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST.** Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.
- d. The University reserves the right to reject any and all bids as may be required in the best interest of the University.
- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.

## 1.11 NOTICE OF PROTEST BONDING REQUIREMENT



Any person or company/business who files an action protesting the bid document or a decision or intended decision pertaining to bids, administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

### **1.12 PAYMENT TERMS**

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors, who may be experiencing problems in obtaining timely payment(s) from a state agency is available by calling the University Controller Office at (850) 561-2978. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

### **1.13 CANCELLATION**

The purchase order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

### **1.14 RIGHT TO TERMINATE**

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

### **1.15 TERMINATION FOR CONVENIENCE**

The University, by written notice to the Contractor, may terminate the purchase order/contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the purchase order/contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

### **1.16 AVAILABILITY OF FUNDS**

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

### 1.17 PRICES

The University will not allow additional prices if they were not initially included in your bid response. Therefore, the bidder must include all costs associated with this transaction.

### 1.18 CONTRACTOR'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage, and said coverage has been verified by the Florida A&M University Board of Trustees, protecting the Florida A&M University Board of Trustees and the public from any and all liability and property damage hazards which may result from the performance of this contract by the contractor. The Florida A&M University Board of Trustees shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M University, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Office of Procurement Services thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability  
\$1,000,000 each occurrence  
\$2,000,000 aggregate

Automobile Liability  
Combined Single Limit - \$1,000,000 each occurrence  
Worker's Compensation and Employer's Liability  
Worker's Compensation limit of liability as provided by  
Florida Statutes Chapter 440.  
Employer's Liability \$500,000

Professional Liability  
\$1,000,000 per occurrence

**Evidence of the required insurance coverage must be provided to Florida A&M University Office of Procurement Services, 2380 Wahnish Way, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence shall be submitted/included with bid at the time of bid opening.**

### **1.19 PUBLIC ENTITY CRIMES**

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, and ON PUBLIC ENTITY CRIMES.

### **1.20 IDENTICAL TIE BIDS**

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. 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.
- b. 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a)
- d. In the statement specified in subsection (a), 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 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section. In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid from any other bidder and any other foreign manufacturer, respectively.

- g. As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

## **1.21 EQUAL OPPORTUNITY STATEMENT**

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director of the Office of Procurement Services (850) 599-3203.

## **1.22 ACCOMMODATIONS FOR DISABILITIES**

If an accommodation is needed in order to participate in this bid opening, please contact the Office of Procurement Services at (850) 599-3203 at least seven (7) days prior to the opening date.

## **1.23 FORCE MAJEURE**

No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay or failure to perform, any date or time by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

## **1.24 AMENDMENT**

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

## **1.25 INTERPRETATION**

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.3.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be posted on the Bonfire Website. ALL DOCUMENTS WILL BE POSTED ON

## 1.26 PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond as security for faithful performance of services/delivery of products under the purchase order/contract awarded as a result of this bid, and for the payment of all persons performing labor, and furnishing materials in connection therewith. Surety of such bond shall be in an amount equal to the bid. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. This performance and payment bond in the amount of the bid award must be received by the Director of the Office of Procurement Services no later than (5) calendar days after notification of award. Failure to provide the bond as specified will result in disqualification and the purchase order/contract will be cancelled immediately.

## 1.27 CONFLICT OF INTEREST

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

## 1.28 PRICE PREFERENCE FOR FLORIDA VENDORS

For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose "principle place of business" is the State of Florida.

- a. A vendor's principal place of business" is determined as follows:
  1. **If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in state where the vendor's primary residence is located.**
  2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- b. Personal Property: When the lowest responsible and responsive bid or bid is submitted by a bidder or bidder whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a bid, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or bidder has its principle place of business. If the lowest responsive and responsible bidder or bidder in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the preference granted to the lowest responsible and responsive bidder/bidder having a principle place of business in Florida shall be 5 percent.

- c. Bidders or bidders whose principle place of business is outside the state of Florida must include, with their Bid or ITN response document, a written statement, signed by an attorney at law licensed to practice in the bidder's or bidder's state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

## 1.29 SUBMITTAL

Please refer to the submittal instructions titled **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your ITN Response. Bids not submitted on the forms included with these solicitation documents shall be rejected.

- a. Invitation to Negotiate Acknowledgement form, completed and signed
- b. Business License
- c. Copy of required insurance
- d. Three (3) references; including name of company, contact person and phone number
- e. Past contracts and proven performance
- f. Staffing Matrix
- g. Technical Qualifications
- h. Price Sheet
- i. Amendments Issued by the University
- j. Non-Collusion Affidavit
- k. Statement of No Involvement
- l. Notice of Conflict of Interest
- m. Florida Department of State Certificate of Status

Each Bidder is responsible for ensuring that its bid is delivered at the proper time, as stated in Section 1.1 Calendar of Events. The University shall not consider late bids. **BIDS MUST BE RECEIVED VIA THE BONFIRE WEBSITE** before 2:00 P.M. on the date specified in Section 1.1 Calendar of Events.

## **DISASTER MANAGEMENT CONSULTANT SERVICES**

### **SCOPE OF SERVICES**

Vendor shall assist Florida A&M University (FAMU) with services designed to help maximize disaster recovery funding from all available sources including FEMA and the State of Florida, expedite recovery processes and serve as general consultant. Services shall include but not be limited to the following:

- Provide technical advisory services related to the recovery from disaster
- Develop and implement strategies designed to maximize federal and state assistance
- Provide expert programmatic and policy advice on federal disaster relief programs
- Provide support for strategic planning and coordination of all recovery efforts
- Work with FEMA, other federal agencies and all State agencies to obtain appropriate assistance
- Prepare correspondence to federal and state agencies as required
- Review contracts and purchasing documentation to ensure cost recovery
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for departments
- Assist in the compilation and presentation of costs for presentation to FEMA and the State including all backup documentation necessary to process project worksheets
- Assist in the compilation and presentation of costs for filing insurance claims including through the State Risk Management Trust Fund Program
- Attend meetings on behalf of FAMU to negotiate individual project worksheets
- Provide assistance and oversight to departments having difficulty with claims
- Work with officials to resolve disputes with FEMA and/or the State including the preparation of appeals to FEMA
- Work to maximize cost recovery from all available sources

## **DEBRIS REMOVAL**

### **Scope of Services**

FAMU is comprised of the main campus in Tallahassee, as well as several satellite campuses across Florida. These include the College of Law in Orlando, Brooksville Agricultural Environmental Research Station in Brooksville, and the College of Pharmacy and Pharmaceutical Sciences, Institute of Public Health which has sites in Crestview, Tampa, Jacksonville, and Miami. FAMU desires to obtain the services of qualified and experienced disaster and debris removal service CONTRACTOR(S) that can provide professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or manmade disaster or emergency situation as required by the University.

The CONTRACTOR shall be responsible for the performance of all of the requirements of this scope of services as ordered by the University. Response time shall be deemed as having a CONTRACTOR'S representative physically present at the affected site(s) Emergency Operations Center within eight (8) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed.

The CONTRACTOR shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to: **Tornados, Hurricanes, severe weather events or any other natural or manmade disaster or emergency.**

The CONTRACTOR shall provide for the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post disaster situations, as ordered on an as needed basis. The CONTRACTOR must have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.

### **Background**

FAMU seeks to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a debris-generating event, such as a tropical system or other natural and man-made disasters.

### **Pre-Event Coordination Meeting**

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the University and their respective debris monitoring firm(s).

### **Scope of Services**

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. Debris removal work shall consist of clearing and removing any and all "eligible" debris as most currently defined by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the University's designated Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the Debris Manager's attention for a written determination.



Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

Work will include:

- 1) examining debris to determine whether or not debris is eligible;
- 2) loading the debris;
- 3) hauling debris to University approved TDSR site(s) or University Designated Final Disposal Site(s);
- 4) reducing disaster related debris;
- 5) hauling reduced debris to a University Designated Final Disposal Site;

and

6) dumping the debris at the dumpsite or University Designated Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the Debris Manager.

It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the Debris Manager, in writing. This includes, but is not limited to:

**1. Emergency Road Clearance** a. Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from University roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the Debris Manager, all roadways designated by the Debris Manager shall be clear and passable for emergency vehicle use within thirty-two (32) hours of the issuance of a Task Order from the Debris Manager to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the Debris Manager.

**2. Eligible Debris Removal and Disposal – General Requirements** a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related debris existing on University property to a University approved TDSR site or a University Designated Final Disposal Site in accordance with all applicable federal, state and local rules and regulations.

b. For the purposes of this contract, eligible Debris includes the following eligible debris types:

- i. Vegetative
- ii. Construction & Demolition
- iii. Non-regulated Asbestos Containing Materials (Non-RACM) Structures
- iv. Regulated Asbestos Containing Materials (RACM) Structures
- v. Sand, Soil, and Mud

c. Once a debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved TDSR site or a University Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Entry onto private property for the removal of eligible Debris will only be permitted when directed in writing by the University or its authorized representative. The University will provide specific Right-of-

Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

### **3. Eligible Debris Removal – Special Requirements for Demolition, Transport and Disposal of Non-RACM and RACM Structures**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated

costs necessary to decommission, demolish and dispose of eligible Non-RACM and RACM structures. Under this

service, work will include Asbestos Containing Material testing, decommissioning, structural demolition, debris

removal and site remediation.

b. The University may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the University.

c. Decommissioning consists of the removal and disposal of all Hazardous Waste & Materials, E-Waste, White Goods, and Waste Tires from a Non-RACM or RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

d. Removal and transportation of eligible Non-RACM and RACM demolished structures and eligible scattered C&D debris on private property will be performed in accordance with paragraph 2.d. above.

e. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University Designated Final Disposal Site that accepts Non-RACM or RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling, and removal of Non-RACM and RACM structures as well as transportation of Non-RACM and RACM debris to a University Designated Final Disposal Site.

### **4. TDSR Site(s) Management, Operations and Reduction of Vegetative Debris Through Grinding, Air Curtain Incinerators, or Controlled Open Burning**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDSR site(s) for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding, use of air curtain incinerators, or controlled open burning.

The method of reduction must be approved by the Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDSR site(s) layout and ingress and egress plan must be approved by the Debris Manager.

- b. The management of TDSR site(s) includes assistance in obtaining 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 Florida Department of Environmental Protection (FEDP) The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- c. Contractor is responsible for operating the TDSR site(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FEDP guidelines.
- d. Debris at TDSR site(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Hazardous Waste), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the University).
- e. All un-reduced storm debris must be staged separately from reduced debris at the TDSR site(s).
- f. Contractor is responsible for all associated costs necessary to provide TDSR site(s) utilities such as, but not limited to, water, lighting and portable toilets.
- g. Contractor is responsible for all associated costs necessary to provide TDSR site(s) traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- h. Contractor is responsible for all associated costs necessary to provide TDSR site(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- i. Contractor is responsible for all associated costs necessary to provide TDSR site(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- j. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any Hazardous Waste that may be mixed with disaster debris.
- k. Contractor is responsible for providing twenty-four (24) -hour TDSR site(s) security.
- l. Contractor will only permit Contractor vehicles and others specifically authorized by the University or its authorized representative on site(s).
- m. Contractor shall provide a tower(s) from which the University or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the following specifications: i. The Contractor(s) shall provide as many towers as designated by the University at each dumpsite for the use of University authorized representatives during their inspection of dumping operations. If ingress and egress of a TDSR site is of significant distance that the University or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower.

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. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides.

The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

ii. The Contractor(s) shall provide as many portable toilets as designated by the University at each dumpsite for the use of University authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations.

The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

iii. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Debris Manager due to unsuitable conditions at the tower(s).

n. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting University specifications to provide for the efficient delivery of waste streams without excessive waiting times. The University shall make the sole determination of excessive wait times. To the extent that the University determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the University's request and certified scales must be operational within 5 business days of the University's request.

o. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

p. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

q. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the Debris Manager

r. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, paving, fencing and other physical features. 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 University and FDEP.

## **5. Haul-Out of Reduced Debris to a University Designated Final Disposal Site**

a. Under this element, 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 existing at a University approved TDSR site(s) to a University Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the University for load tickets related to reduced or un-reduced debris transported and disposed of at a non-University Designated Final Disposal Site.

## **6. Removal of Eligible Hazardous Trees and Limbs**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the University ROW.

Debris generated from the removal of eligible hazardous trees and eligible limbs two (2) inches or greater existing in the University ROW will be placed in the safest possible location on the University ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2.

The University will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the University.

b. Eligible hazardous trees will be identified by the University or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the University ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the Debris Manager.

In order for hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
  - ii. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
  - iii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
  - iv. The tree has a split trunk that exposes heartwood.
- c. Eligible hazardous limbs will be identified by the University or its authorized representative for removal. Removal and placement of eligible hazardous limbs two (2) inches or greater in diameter existing on the University ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- i. The limb is greater than two (2) inches in diameter.
- ii. The limb is still hanging in a tree and threatening a public-use area.
- iii. The limb is located on improved public property.

## **7. Removal of Eligible Hazardous Stumps**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the

University ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal.

Further, debris generated from the removal of uprooted stumps existing on the University ROW will be transported to a University approved TDSR site or a University Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible 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 eligible vegetative debris, converted into a cubic yardage volume based on the currently published FEMA stump conversion table, and removed under the terms and conditions of scope of services item 2.

b. Eligible hazardous stumps will be identified by the University or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the University ROW or private property will be performed as identified by the Debris Manager.

All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

- i. Fifty percent (50%) or more of the root ball is exposed.
- ii. The stump is on University ROW and poses an immediate threat to public health, safety or welfare.

c. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) 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 (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the currently published FEMA stump conversion table.

d. The University or its authorized representative will measure and certify all eligible stumps prior to removal.

## **8. Eligible Hazardous Waste Removal, Transport, and Disposal**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the safe collection, segregation and storage of eligible hazardous waste for transportation and disposal by University hazardous waste program managers.

b. The contractor shall provide appropriately trained (HazWOpER) personnel capable of identifying and properly handling hazardous waste that may be encountered during clean-up operations.

c. The contractor shall work with the University's hazardous waste program managers to safely collect, segregate, and store hazardous waste until such time as University hazardous waste managers can arrange for proper shipping and disposal of hazardous waste

d. The contractor shall take no action with respect to hazardous waste which jeopardizes the University's cradle-to-grave responsibility for hazardous waste generated at the University.

## **9. Eligible Abandoned Vehicles, Vessels, or Other Property Removal**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible abandoned vehicles, vessels, or other property in areas identified and approved by the University. The removed eligible vehicles, vessels, or other property will be hauled to a University approved staging area and subsequently disposed according to appropriate procedures. The contractor shall provide the University with a description of the vehicle, vessel, or other property, the date and place it was removed, and the storage location.

## **10. Eligible ROW White Goods Debris Removal**

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of eligible white goods from the ROW to a designated University approved TDSR site. The Contractor shall also be responsible for the transportation of eligible white goods from the designated University approved TDSR site to a University designated facility for recycling. The designated facility for recycling must be approved in writing by the University. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide University with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.
- b. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- c. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.
- d. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- e. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- f. The Contractor shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated University approved TDSR site.

## **11. Eligible Electronic Waste Item Removal**

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the University. The Contractor shall recycle or dispose of all eligible Electronic waste Items in accordance with all applicable rules and regulations of local, state and federal regulatory agencies.

- ## **12. Eligible Dead Animal Carcasses**
- a. Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses that represent a threat to public health and safety. Contractor shall coordinate activities with the University.

## **13. Eligible ROW Sand Debris Removal**

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from the ROW, haul to a processing screen, process the sand through screen and haul screened sand to a University approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the University approved beach. All work will be performed in accordance with all federal, state and local rules and regulations.
- b. For the purposes of this contract, eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- c. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services in items 2 and 3 respectively.

#### **14. Eligible Private Property Sand Debris Removal**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect eligible debris laden sand from private property, haul to a processing screen, process the sand through a screen and haul screened sand back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.

b. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the University or its authorized representative. The University will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

c. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services in items 2 and 3 respectively.

#### **15. Beach Scrape and Clean**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect eligible debris laden sand from University beaches, haul to a processing screen, process the sand through a screen, haul screened sand back to a University beach and shaping of the sand to final grade.

b. Removal of eligible debris laden sand from University beaches will only be permitted when directed in writing by the University or its authorized representative.

c. University designated beaches will be scraped to a maximum depth as prescribed in writing by the University.

#### **16. Soil, Mud, and Sand**

a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove soil, mud, and sand from the public right-of-way (ROW), campus, streets and roads, and developed greenery areas to a predetermined disposal area or landfill. All work will be performed in accordance with all federal, state and local rules and regulations.

b. For the purposes of this contract, Eligible soil, mud, and sand which includes sediment, soil, mud, and sand that is piled in immediate close proximity to streets, roads, and developed greenery areas, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.



- c. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved TDSR site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Eligible soil, mud, and sand debris will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services in paragraphs 2 and 3 respectively.

## **Supplemental Provisions**

### Mobilization

Within twenty-four (24) hours of the University being placed in the National Oceanic Atmospheric Administration three (3) day hurricane forecast, the Contractor(s) shall contact the University regarding potential contract activation. The Contractor shall provide a representative to the University prior to a mandatory evacuation of the University or upon authorization of University.

It shall be the Contractor's responsibility to maintain regular contact with the University prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the University within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained at least 50% of the resources requested by the University. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the University. The University reserves the right to retain additional Contractors to the extent deemed necessary.

### Purchase Orders

The University shall authorize work under this contract through the issuance of written Purchase Orders. Specific work under this contract must be authorized by the University or its designee, and the Contractor via written Purchase Orders. Purchase Orders may be issued via electronic transmission (facsimile, e-mail, etc.) or by hard copy. Under no circumstances shall the University be liable for any services rendered unless a written Purchase Order has been executed by both parties. Services performed under this Contract will be compensated using Schedule 1 – Fee Rates for Emergency Debris Removal.

### Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The University reserves the right to require the Contractor to dismiss or remove from the project any laborers as the University sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

### Designated Work Area

The designated area for debris removal (the University right-of-way) is bounded by the limits of the University and may include public property and Right-of-Ways (ROW), University and utility company easements, University parks and University debris staging areas, and may include private segments within the jurisdictional boundaries of the University. The Debris Manager may also authorize the Contractor to perform debris removal on non-University roadways or other areas, as directed in writing by the Debris Manager.

If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Contractor will be required to provide crews separate from those providing University ROW debris removal services. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways. The Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

### Completeness of Debris Removal

All debris identified by the Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the University is at the discretion of the Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the University or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

### Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to University approved Temporary Debris Storage and Reduction (TDSR) sites or University Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations. The University will provide the Contractor with potential TDSR site locations. In addition to the TDSR site locations provided by the University, the University may task the Contractor with identifying additional TDSR sites or final disposal sites, subject to final approval by the University.

The Contractor will be responsible for returning all utilized TDSR sites to their original condition prior to site use. TDSR site remediation will include, but is not limited to, returning the original site grade, sod, paving, fencing and other physical features. TDSR site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDSR site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the University and FEDP.

All TDSR and University Designated Final Disposal Sites must be approved, in writing, by the Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. TDSR site operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities. The University reserves the right to inspect TDSR sites, verify quantities and review operations at any time. Safety The Contractor(s) shall be solely responsible for maintaining safety at all work sites including TDSR site(s) and debris collection sites.

The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to TDSR site(s) and debris collection sites. Safety at TDSR site(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

### Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

### On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the University. The project manager shall provide a telephone number to the University with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Debris Manager and/or University authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, University coordination and damage repairs. Frequency of meetings may be adjusted by the Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the Debris Manager.

### Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, 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 rules and regulations, cover the front and both sides and are constructed in a manner 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. In order to ensure compliance, equipment will be inspected by the University's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a University approved TDSR site or a University Designated Final Disposal Site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the roads within the University, by the Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or if required by the University.

### Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSR site(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas.

All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

### Rapid Response Crew

Contractor(s) shall be required to provide the University with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately, not to exceed four (4) hours, to disaster related debris as directed by the Debris Manager or the University's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the University deems a priority for overall University recovery.

### Work Hours

Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the University and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

### Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the University. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the University will result in the University withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the University deems the Contractor(s) negligent in management practices, the University may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

### 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 (i.e. water and sewer).

b. The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

### Ownership of Debris

All debris residing in the University ROW and University provided TDSR site(s) shall be the property of the University. The University shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the University.

### Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the Debris Manager regarding the use of a water truck or other approved dust abatement measures.

c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

d. The Contractor(s) shall document and report incidents to the Debris Manager or the authorized University representative that affect the environmental quality of TDSR site(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

#### Documentation and Measurement

a. All Contractor(s) trucks used for collection and hauling of eligible debris from the University ROW to University approved TDSR sites or University Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the University. The University-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements).

The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the University of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a University authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the University or its representative may designate trucks for re-measurement in order to verify weights and volumes.

b. The Contractor(s) is responsible for ensuring all subcontractors maintain valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and nonworking hours.

c. Load tickets will be provided by the University or its authorized representative for recording pick-up location and tons/cubic yards of debris removal. Unit rate tickets will be provided by the University or its authorized representative for documenting unit rate services, such as hanging limb or leaning tree removal. Only tickets designated and approved by the University will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either actual or percentage load call), and University authorized representative name and signature. No payment will be made by the University for incomplete load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the University at the collection site. The University authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the TDSR site or University Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the University authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the University authorized representative present at the TDSR site or University Designated Final Disposal Site. The University authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The University will keep the original copy, two (2) copies will be given back to the vehicle operator for their records and the remaining two (2) copies will be provided to the Contractor.

- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

## **Payment**

a. The University, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the University will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a University Designated Final Disposal Site, will be reimbursed by the University as a pass through cost. Prior to reimbursement by the University, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the University Designated Final Disposal Site.

c. Mileage shall be determined by use of a widely-accepted mapping program (such as MapQuest or Google Maps). The University shall determine allowances for variances such as TDSR sites where the point of site address is a significant distance from the debris site tower.

d. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The University reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Hazardous Waste, etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the University).

e. Invoices shall be submitted to the University's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the University. Invoice detail submittals will be checked against University records. University records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the University authorized representative to the University for payment.

f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the University, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the University to repair damages caused by the Contractor(s) to public or private property.

g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the University from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the University prior to final retainage release.

i. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the University.

j. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

k. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The University will only pay for those items deemed eligible by FEMA or FHWA, unless the University HAS otherwise agreed to in writing.

l. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the University for a period of seven (7) years following receipt of final payment for the services referenced herein.

## **Debris Monitoring**

### **Scope of Services**

It is expected that each of the selected vendor(s) have the prerequisite skills to deliver any and all of the services outlined in this ITN. It should be noted though that the selected vendor for debris removal, for any given project, will not be the same vendor selected for debris monitoring for the same project. The selected vendor must not be employed by or affiliated with the debris removal contractor.

The successful Vendor shall be responsible for monitoring the recovery efforts of the University's Debris Removal Contractor (DRC) in the field in accordance with Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring of debris collection, Temporary Debris Storage and Reduction Sites (TDSR Sites), as well as data reporting and other related services. The Contractor shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency. The vendor is responsible for providing a safe working environment.

### **A. Project Management and Process Oversight**

Project management and process oversight activities shall include but not be limited to the following:

1. The Contractor shall appoint a Project Manager who will be the University's primary point-of-contact and will be responsible for all services and personnel that are provided by the Contractor.
2. The Project Manager and other key personnel shall report to the University's Emergency Operations Center (EOC) or other University designated location within eight (8) hours of notification by the University. Commencement of work shall begin as soon as possible but no later than twenty-four (24) hours after event. The University may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.
3. The Project Manager shall assist the University in developing a Debris Management Action Plan for the specific occurrence. The Contractor may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDSR Sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.
4. The Project Manager shall attend all meetings and briefings designated by the University. Daily meetings will be conducted by the University with the Contractor, DRC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.
5. The Contractor shall provide trained personnel to observe, direct and document the activities of the DRC. The Contractor shall be responsible for scheduling work for all its personnel on a daily basis. The Contractor shall assist the University in coordinating work assignments for the DRC.
6. The Contractor shall monitor the DRC's progress and record the progress daily, including mapping all streets and locations where debris was collected.
7. The Contractor shall track and coordinate with University personnel to respond to problems in the field and to University' complaints, including public or private property damage claims as a result of debris removal.
8. The Contractor shall attend one pre-event planning meeting annually at FAMU, at no expense to the institution.



## **B. Documentation and Reimbursement**

1. The Contractor shall use load tickets, provided by the DRC, to track and document the removal and management of FEMA eligible Debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Contractor shall retain original completed tickets on behalf of the University, which shall be turned over to the University daily. Copies of completed load tickets shall also be retained by the Contractor, vehicle driver, subcontractor, and DRC.
2. The Contractor shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared Presidential disaster, this may require documenting times that DRC manpower and equipment are actively used in order to document time-and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
3. The Contractor shall assist the University in preparing reports necessary for reimbursement by FEMA, FHWA, insurance and any other applicable federal, state or local agencies.
4. The Contractor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DRC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site as well as a total for all TDSR Sites; and a final report following completion of debris recovery operations.

## **C. Field Collection Monitoring**

In order to obtain FEMA reimbursement for eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:

1. The Contractor shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DRC recovery crews is eligible Debris and to issue debris load tickets for such eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors
2. The Contractor shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. The Contractor shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.
3. Field Monitors shall continuously inspect the work of the DRC to ensure that debris removed is of the proper type and from the areas designated by the University, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs of debris shall be taken as directed by the University to verify the source and type of debris for reimbursement purposes.
4. If the Field Monitor finds that the DRC's work is not performed as specified by the University, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the Project Manager. All stop work orders must be documented and reported to the University.
5. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors should also record the stump's

diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document in detail removal of the Hazardous Stumps, leaners or hangers.

6. The Successful Vendor will provide one Quality Control Tower Monitor per TDSR to observe and record truck quantity estimates.

#### **D. TDSR Site Monitors**

1. The Contractor shall provide Site Monitors for each Temporary Debris Storage and Reduction Site (TDSR Site). The Contractor shall be prepared for the University's contractor to begin hauling debris to the TDSR Sites within twenty four (24) hours after a storm event. TDSR Site Monitor responsibilities shall include but not be limited to the following:

i. Ensure all loads of debris brought to the site by the DRC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.

ii. Photograph loads of debris, as directed by the University, and record load information on the photograph.

iii. Collect all load tickets and provide copies of them to the DRC's designated personnel.

iv. Certify and update the DRC's fleet documentation. The Contractor will obtain from the DRC such documentation, including vehicle number, type of vehicle and volume capacity calculation. The Contractor shall certify all debris vehicles at the TDSR Sites as soon as debris removal operations begin. The Contractor shall update the fleet documents as the DRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also periodically and randomly perform volume capacity verifications of recovery vehicles.

v. Verify that all DRC equipment has been completely emptied prior to leaving the TDSR Site.

vi. Observe all vehicles entering and exiting the TDSR Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

vii. The Contractor shall provide or arrange for field operation trailers and generators at all TDSR Sites for use by its staff.

2. The Contractor shall be responsible for the following items at all TDSR Sites, if more than one:

i. Verify that all sites have access control and security.

ii. Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.

iii. Assist with coordinating the logistics of the site to ensure efficient traffic flow.

iv. Conduct periodic safety inspections to ensure the DRC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.

v. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.

vi. Report safety or other hazards to the University.

## **E. Other Related Services**

Upon request by the University's Contract Manager, the Contractor shall provide debris site Aerial Photographs as defined in Section 2.17. Definitions. The Contractor may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality as determined by the University, the University will not be obligated to pay for the flight and photographs. If the Contractor and University agree, photos may be retaken at Contractor's expense. Photographs shall be delivered to the University within five (5) business days of order, weather permitting.

1. The Contractor shall provide other related services as requested by the University. Such services may include but would not be limited to the following:

i. Perform damage assessments to determine areas impacted, quantities of debris and types of debris.

ii. Assist the University in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.

iii. Provide training to University staff as directed by the Contract Manager.

iv. Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

## **F. Contractor Personnel**

1. The Contractor shall secure at its expense all necessary personnel required to perform the services under this ITN. Such personnel shall not be employees of or have any contractual relationship with the University or of the University's DRC.

2. The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process with respect to debris monitoring operations efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required including FEMA debris eligibility requirements. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.

3. At the annual meeting with the University, the Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Contractor shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to the Project Manager and Field Supervisors, must be approved by the University. The University retains the right to request personnel replacements.

4. The Contractor's staffing plan shall include the positions listed below. The Contractor may use other positions as necessary and as approved by the University. All such positions and applicable hourly rates shall be listed in the Price Sheet provided at the end of this section.

- i. Project Manager – Primary point-of-contact to the University and overall responsible for all Contractor services and personnel.
  - ii. Field Supervisor – Responsible for a crew of Field Monitors.
  - iii. Field Monitor – Responsible for overseeing the DRC’s debris recovery activities and issuing load tickets.
  - iv. TDSR Site Monitor – Responsible for recording the volume of debris brought to a TDSR SITE by the DRC.
  - v. Debris Site Security – Provides security at TDSR Sites and Drop-off Sites when sites are not open.
  - vi. Data Entry – Track, verify and enter load tickets.
5. The Contractor’s field personnel shall be identifiable with safety vests and vehicle placards.

# **Water Extraction and Remediation of Water Damage and Mold Impact**

## **A. Purpose**

The successful vendor must have demonstrated experience in large scale water extraction, document and material restoration, remediation, and mold impact projects, and must provide references for those projects. Preference will be given to those contractors who are fully equipped with all equipment listed in line items and capable of meeting all specifications and requirements of this ITN. Contractors may utilize subcontractors who possess required certifications, licenses and skills specified in this ITN. The vendor must include the names and qualifications of proposed subcontractors in their ITN responses.

Work includes furnishing all labor, materials, equipment and performing related operations to satisfactorily complete all work using the unit pricing in accordance with the terms, conditions, and specifications contained in this ITN. The work under this contract will include Emergency work and the Contractor will be required to be available for work twenty-four (24) hours a day, seven (7) days a week. Contractor will warrant and guarantee all labor and workmanship for a period of one (1) year from final acceptance from the University. Contractor will provide a warranty for all replacement parts and supplies for one (1) year.

The intention of this ITN is to select a Contractor who is capable of performing the work required at any specific site at such times as the University determines. Work at multiple sites may or may not be performed concurrently. As such, the University also reserves the right to assign quantities and types of work to Contractor based on past performance criteria under this contract, including but not limited to cooperation with the University, project facility, community representatives, and timely, satisfactory completion of work items. The University reserves the right to increase or decrease the quantity of any item listed on the contract or ITN. Contractor will be obligated to perform the work of any one, any combination, or all of the items stated on the ITN Price form with compensation based on quantities agreed upon by University and Contractor prior to commencing work.

ITN Items provide for a unit price for each Item of work. Unit Prices must include all labor, delivery, setup, materials, operation and maintenance, and removal for equipment and operations related to satisfactory completion of all work. Unit price shall include all applicable overhead and profit. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays.

Contractor shall provide a material markup rate for any additional material required over and above materials provided under the Unit Price ITN Items. Material markup rate is to include all direct and indirect costs associated with purchasing, delivery, storage, handling, and profit on materials provided.

## **B. Technical Specifications / Scope of Services**

### **1. General**

The University is seeking a qualified Contractor capable of performing the work outlined herein per the Unit Prices bid on the Water Mitigation Pricing Sheets and the following specifications, procedures and protocols to complete Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact jobs in various University facilities. To be considered for award all ITN items on the Water Mitigation Pricing Sheets must be completed. University facilities include those that have received damage from manmade and natural events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written

proposal for each job when assigned by the University. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion and shall remain firm for ninety (90) days. All job proposal, estimates and proposal preparation shall be provided at no cost to the University.

The Water Extraction and Remediation of Water Damage and Mold Impact work related to hurricane events requires very specific documentation of the existing damaged condition prior to Water Extraction and Remediation of Water Damage, Mold Impact, and specific documentation of materials, quantities and labor required to achieve the remediation. This shall include photographic documentation prior to and after remediation.

The Contractor will also provide equipment and personnel that will respond to the initial request for service concerning Document and Materials restoration, make recommendations as to the staging of equipment, removal of materials including inventory of damaged materials, freeze drying, packing, cleaning, restoration, shipping, etc. All tracking, inventory, work orders, etc., will be maintained by a Data Manager for the Contractor in conjunction with the appropriate designated University official. This work is beyond the immediate response work, and requires the selected contractor(s) to be a recognized provider of services familiar with restoration processes, including the equipment and the personnel required to expertly perform the restoration process. Contractor will provide references along with equipment inventory and availability, showing experience with this type of project. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the University determines.

Many University facilities are considered secure facilities. When work is required at these facilities standard security measures require that all contracted employees must be escorted and monitored by University personnel. Access to some areas may require completion of a background check acceptable to the University.

### **C. Codes and Permits**

1. The Contractor shall be responsible for meeting all local fire and building codes and for obtaining any necessary permits. The contractor shall be responsible for any and all fees that pertain to the work as required by the University and any authority having jurisdiction.
2. The Contractor must be familiar with all applicable Federal, State, County, University and Local laws, Regulations or codes and be governed accordingly as they will apply to these projects and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
3. All construction and design documents will be produced in accordance will all national, state, and local codes and standards. The Contractor will be responsible for ensuring all installations meet applicable building ordinances and electrical codes. Contractor is to obtain all necessary construction and building permits, licenses and any other approvals that may be necessary.
4. Permit Fees will be reimbursed at actual cost. Contractor to include Permit fee invoices with Pay request
5. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the University that the work is acceptable to the regulatory authorities having jurisdiction.

## **D. Services**

1. Compensation shall be based on actual hours and quantities of work performed.
2. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.
3. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced.
4. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.
5. If work requires engineered documents, then the University will reimburse at cost. Contractor shall supply the University with all original engineered documents. The Contractor should provide a not-to-exceed price for each incident. Any engineering required must receive preapproval from a University representative.

## **E. Execution of Work**

1. Any omission of a detailed description concerning any item in these specifications shall be regarded as meaning that only the best commercial practices are to be used (i.e. consensus standards, trade association standards, etc.).
2. University Contract Administrator or designee and Contractor will visit each site and develop a Work Scope for that site. Actual quantities and type of work will be verified and agreed upon by both parties.
3. Using the scope of work, the Contractor will provide the University a proposal to perform the work utilizing the contracted Unit Prices, labor hourly rates and material/rental equipment rates-based on quantities agreed to on field visits. The Contractor will also provide on the proposal a schedule for performing the work. The University Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.
4. Contractor will provide the proposal broken down into work items and quantities for each work item. University will approve partial payment for completion of a work item at a site, but not for partial completion of a work item.
5. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee. Work may continue past a normal eight-hour work, shift if prior University approval has been obtained. University will provide access to work site during appropriate business hours.
6. The building premises may need to be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.
7. No office/space shall be rendered inoperable without the specific prior authorization of the University Contract Administrator on the day on which the Contractor desires access to the site.

8. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day.
9. Contractor shall take these operational needs into account when determining the contract price. The University will not pay for delays caused by the need to maintain proper operation of the facilities.
10. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the University. The University must be notified prior to, and must give written approval to Contractor prior to, disposing of any large volumes of construction and demolition debris. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.
11. All drawings shall become the property of the University and shall be submitted to the University Contract Administrator or designee at the conclusion of work at a site.
12. The mobilization charge may only be charged once per service call, even if the Contractor must leave the job site and return another time to complete the job.
13. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator or Designee. Failure to adhere to the required-on site response time three (3) times, regardless of University location, shall be sufficient reason to cancel the contract.
14. Contractor shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
15. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the University. The University may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on University property is not in the best interest of the University.
16. Contractor's on-site supervisor, at any University facility, must be able to communicate any and all requirements effectively with University personnel.
17. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the University.
18. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the University's Environmental Health & Safety department for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the University Contract Administrator informed.
19. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and



accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

## F. Qualifications/Requirements for Mold Remediation

1. Contractor and Contractor's project supervisor shall possess the appropriate mold remediation contractor's license, the required skills as described below, and have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):
  - a. CMRS Council-certified Microbial Remediation Supervisor
  - b. CMC Council-certified Microbial Consultant
  - c. CIE Council-certified Indoor Environmentalist
  - d. CIEC Council-certified Indoor Environmental Consultant
2. Supervisor's staff must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):
  - a. AIAQC CMR Council-certified Microbial Remediator
  - b. AIAQC CIE Council-certified Indoor Environmentalist
  - c. AIAQC CMI Council-certified Microbial Investigator
  - d. IICRC AMRT Applied Microbial Remediation Technician
  - e. IICRC WRT Water Damage Restoration Technician
3. As per Section 3.2 of the ITN, the contractor shall provide a list of employees that will perform work on University property. This will include supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award. Contractor's employees will wear company uniforms and possess picture IDs at all times while working on University property.
4. Supervisor Required Skills: **(remove duplication in this section)**
  - a. Understand the basic principles of microbial remediation.
  - b. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
  - c. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
    - Follow safety regulations concerning mold remediation.
    - Employ safe work practices
    - Use Personal Protective Equipment (PPE) appropriately.
  - d. Recognize the legal and liability issues surrounding microbial remediation.
  - e. Properly address water damage in the indoor environment:
    - Assist University personnel in stopping water incursion upon request by the University.
    - Follow effective loss mitigation procedures after a water incursion.
    - Follow completion procedures designed to return the property to a pre-loss condition.
  - f. Conduct microbial remediation projects according to appropriate specifications:

- Define the scope of work for a remediation project according to relevant guidelines.
  - Maintain thorough project documentation throughout the remediation process.
- g. Perform structural remediation:
- Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.
  - Remove and dispose of damaged building materials when appropriate.
  - Employ effective cleaning methods when appropriate.
- h. Perform HVAC remediation:
- Apply relevant guidelines to assess the status of the HVAC system.
  - Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
  - Employ effective cleaning methods when appropriate.
- i. Perform contents remediation:
- Remove, dispose, or remediate damaged building contents in coordination with University officials.
  - Employ effective cleaning, remediation, and restoration methods in coordination with University officials. A proven track record of the contractor's ability to handle damaged materials and restore them will also be required.
- j. Prepare for post-remediation verification:
- Conduct appropriate monitoring activities to verify remediation effectiveness.
  - Apply internal quality control procedures to determine when remediation has been complete.
  - Complete appropriate project documentation.

## **G. Qualifications/Requirements for HVAC System Cleaning**

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.
2. Minimum five (5) years' experience in Heating, Ventilation and Air Conditioning (HVAC) work. Provide list of similar projects and contacts.
3. Provide pre and post Quality Control Assurance protocols for the HVAC work prior to start of work.
4. Have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis, or have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.
5. Supervisor Qualifications: A person certified, as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.
6. Contractor shall provide a list of employees that will perform work on University property as part of the contract indicating supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award. Contractor's employees will wear company uniforms and possess picture IDs at all times while working on University property.

## H. Response Time

1. After receiving a call from the University, Contractor must respond by phone within thirty (30) minutes and be on site and begin work within two hours. The Contractor must have authorization from the University Contract Administrator or designee prior to beginning work.
2. An immediate assessment of the problem encountered must be communicated to the University within ½ hour of arrival at site. If immediate remediation is not possible, an accurate projection of expected completion time must be relayed to the University.
3. Contractor shall be required to provide an emergency number for immediate contact for 24/7 services.

## I. Equipment and Materials

1. Contractor will stock on the services truck all equipment and materials necessary to start services at the time of first response.
2. Material to be used, such as plastic sheeting, plastic bags, filters and chemicals shall be listed separately and invoices provided.
3. Rental of Equipment shall be listed and number of actual days of use.

## J. Quality Control

1. The University shall provide all protocols relating to mold remediation service prior to start of work. The University Contract Administrator or designee shall provide protocols and final clearance; unless, at the University's discretion, services of a qualified third party consultant may be obtained for protocols and final clearance.
2. The Contractor shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. The Contractor's basic quality control program must be provided with the ITN.
3. The quality control program must include a sample log prepared by the Contractor and to be approved by the University that shows the following information:
  - a. Response performance – this would record the time a call for service was received: the time that call was returned and the time of arrival at the site.
  - b. The total elapsed time from receipt of call to arrival at the job site.
  - c. The number of trips to the job site taken to complete each service.
  - d. The number of supervisors and/or laborers required to complete each service.
  - e. The log should also include the number of calls and the type of call to each location.
4. The quality control program should include a written process/improvement plan to correct multiple (greater than 2) visits to one location for similar problems.
5. The program should provide for a written quarterly report detailing observations and process improvement ideas.
6. The Contractor will be required to attend a Pre-Project meeting after Notice to Proceed. The purpose of the meeting will be to review the contract requirements and University procedures. The Contractor's designated supervisor must attend the Pre-Project meeting.

7. Provide competent, qualified, and experienced supervisory personnel.
8. Contractor agrees to utilize only experienced, qualified and responsible personnel in the performance of work.
9. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
10. Clean filters of operating equipment.
11. Clean or restore worksites to original condition.
12. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury, all construction and demolition debris will be recycled.

#### **K. Closeout Procedures**

1. Prepare submittals that are required by governing or other authorities. Contractor must provide copies to the University's Project Manager and or designee.
2. Notify University Representative when work is considered ready for Final Acceptance.
3. University Representative will review work and determine if work is complete and acceptable. University Representative will produce a final punch list to be submitted to the Contractor. Contractor will correct any items of work listed on that punch list determined to be deficient. University Representative will authorize by signing punch list when all deficiencies have been corrected.
4. Once University Representative has received and accepted all guarantee certifications, performance affidavits, certifications, permit documents and any other documents required by the Contract Documents, University Representative will then prepare written Certification of Substantial Completion with attached dated punch list that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for final acceptance.
5. When Certification document is finalized and signed by all parties, contractor shall then invoice for work.

## Attachment A

### Required Proposal Format

#### Introduction

The Proposer shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its proposal document. The contract, if any, resulting from this ITN shall attach the entire ITN and incorporate the ITN by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent information that the Proposer wishes FAMU to take into consideration in reviewing the proposal. All Bid Responses must be submitted via the Bonfire website:

<https://famu.bonfirehub.com/portal/?tab=openOpportunities>

#### Proposal Sections

The Proposer shall organize its proposal into the following major sections.

**SUBMITTALS**- Bidders are required to submit the documentation listed below with their bid reply. The bids are to be in a sealed envelope, marked with the bid number, title, opening date and time.

1. **Request Proposal Acknowledgment Form**, page 1, completed, executed and signed.
2. **Price Sheet** including acknowledgment of amendments issued by the University.
3. Copy of **required license and background information**
4. Copy of **required insurance**.
5. Each Proposer shall submit **evidence of qualifications**. Vendor must have been in business for a minimum of five (5) years. ***Florida A & M University reserves the right to contact these businesses, institutions, etc.***
6. Three (3) references; including name of company, contact person and phone number
7. Past contracts and proven performance with client accounts (preferably Universities) which are located in hurricane/sever weather prone areas of the United States
8. Staffing Matrix: Includes a chart of the company's organization and a description of the company structure and chain of ownership to the parent organization and any and all subsidiaries; List the total number of employees, including job titles and experience of individuals who will be part of the SOW for this contract; List of all locations which will service the University.
9. Technical qualifications: The vendor will provide technical specifications to completely identify their qualifications and how they address the specific items in the particular SOW.

**Attachment B**

**Florida A&M University Price Sheet**

Table A. Price Sheet for Consultant Services

Employee Classification	# Available	Regular Hourly Rate
Principal		
Project Supervisor		
Project Coordinator		
Administrative Support/Data Entry		

Table B. Fee Rates for Emergency Debris Removal

**Phase 1-Collection, Hauling to Staging, Reduction**

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
<b>Emergency Road Clearance</b>		
Clear and remove debris from University Roadways	Hour	
<b>Vegetation</b>		
Loading and hauling debris to and out of TDSR (including MOT)	Cubic YD	
Reduction by grinding at TDSR	Cubic YD	
Reduction by incineration at TDSR	Cubic YD	
Reduction by chipping at TDSR	Cubic YD	
Reduction by burning at TDSR	Cubic YD	
24"-48" dia. Stump removal	Each	
>48" dia. Stump removal	Each	
Removal of hanging limbs (>2" dia. @ break point)	Each	
Leaning trees (marked for removal) >6" @ 4.5' above ground	Each	
Sweeping and gutter cleaning	Hour	
Vacuuming inlets	Hour	
<b>C&amp;D</b>		
Loading and hauling C&D debris to and from TDSR	Cubic YD	
Loading and hauling non-RACM debris to and from TDSR	Cubic YD	
Loading and hauling RACM debris to and from TDSR	Cubic YD	
<b>Soil, Mud, Sand</b>		
Screen debris from soil, mud, and sand	Cubic YD	
Loading and hauling of soil, mud, and sand	Cubic YD	
Beach scrape and clean	Cubic YD	
<b>White Goods &amp; Electronic Waste</b>		
Loading and hauling of white goods for recycling	Ea Appliance	
Recovery and disposal of hazardous materials (i.e. Freon, oils, etc.)	Ea Appliance	
Loading and hauling of electronic waste for recycling	Ton	
<b>Hazardous Waste &amp; Materials</b>		
Labor rate for collection, segregation, containerization,	Hour	

and temporary storage of hazardous wastes materials		
<b>Vehicles, Vessels, and Other Property</b>		
Mitigation of hazardous substances per vehicle/vessel/property	Ea	
Removal, hauling and tracking of vehicles	Ea	
Removal, hauling and tracking of vessels	Ea	
<b>Putrescent</b>		
Removal and disposal of animal carcasses	Ton	

**Phase II-Loading and Final Disposal of Reduced Material**

Loading and hauling reduced material to final disposition site.	Cubic Yd	
Loading and hauling non-RACM material to final disposition site.	Cubic Yd	
Loading and hauling RACM material to final disposition site.	Cubic Yd	
Disposal and tipping fees	Actual Cost	N/A



Table C. Debris Monitoring Contractor Personnel Rates

Personnel Classification	# available	Regular Hourly Rate
Project Manager		
Field Supervisor		
Field Monitor		
TSDR Site Monitor		
Debris Site Security		
Data Entry		

Table D. Water Mitigation Pricing Sheet

The selected contractor (s) will be prepared to respond in a timely manner as specified in the SOW (see Scope of Work) and perform the necessary tasks to do the work involved in response to a single incident event, whether natural or manmade. Contractor must fill in each field, using "N/A" where appropriate

<b><u>Dehumidification Equipment</u></b>	<b><u># Units</u></b>	<b><u>Daily Rate per Unit</u></b>
Dehumidification Unit-D 1200		
Dehumidification Unit-LGR 2000		
Dehumidification Unit-300 cfm		
<b><u>Desiccant Drying</u></b>		
Dehumidification Unit-500/600 cfm		
Dehumidification Unit-2000/2250 cfm		
Dehumidification Unit-2000/2250 cfm		
Dehumidification Unit-3500 cfm		
Dehumidification Unit-4500/5000 cfm		
Dehumidification Unit-9000/1000 cfm		
Dehumidification Unit, has fired-2000/2250 cfm		
Dehumidification Unit, gas fired-9000/1000 cfm		
<b><u>Equipment Description</u></b>		
DX Unit-20/25 Ton		
DX Unit-60 Ton		
Air compressor electric		
Air compressor, tow behind		
Air compressor gas		
Air movers (blowers)		
Pump, sump		
Washer, high pressure (cold)		
Drying unit (blower)		
Large air scrubber		
Small air scrubber		
Wall injection system		
Large negative air machine		
Large extraction unit		

Small extraction unit		
Truck mount carpet extractor		
Portable generators, trailer mounted, 28kw (+/-)		

<b><u>Operations</u></b>	<b><u>Cost</u></b>
Water extraction	foot /Square
Fogging of mildicide	foot /Square
Containment setup/breakdown < 1,000 ft	foot /Square
Containment setup/breakdown > 1,000 ft	foot /Square
Materials removal (damaged, waste, etc.)	foot /Square
Vinyl/Carpet base removal	foot /Linear
Wood base removal	foot /Linear
<b><u>Material Markup Rate</u></b>	<b><u>%</u></b>
Documented Material Cost + Markup Rate%	

3.1

**AMENDMENTS ISSUED BY THE UNIVERSITY**

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_  
YOUR INITIALS

\_\_\_\_\_  
COMPANY'S NAME

\_\_\_\_\_  
TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE  
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE  
ORDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

\_\_\_\_\_  
Phone number                      Fax number

\_\_\_\_\_  
Email address

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name) (Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I state that:

- 1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the price(s) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
- 4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
- 5) \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(NAME OF FIRM)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of Responses for this contract.

Signature	Title	Company
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SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature of Notary

STATE OF \_\_\_\_\_

Print, Type or Stamp Commissioned Name of Notary Public

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Type of identification produced

**STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of the aforementioned company, certify that no member of this firm or any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation to Bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name \_\_\_\_\_

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this\_\_\_\_, day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title



Florida Department of State  
Certificate of Status