

**Invitation to Negotiate (ITN)  
19ITN-06EW  
UWF Debris Removal Services**

August 29, 2019

TO: Potential Participants

The University of West Florida ("University" or "UWF") is soliciting responses to an Invitation to Negotiate for Debris Removal Services.

Carefully review this Invitation to Negotiate as it provides specific technical information to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return proposal binders and a sealed box/envelope directly to the Procurement and Contracts office before 2:00 pm CT, September 26, 2019.** For more information, refer to "ITN Information and Instructions" below. **Late or incomplete responses will not be accepted.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting the UWF Procurement and Contracts web site: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. After the posting of award(s), Respondents may view the ITN files by contacting the Procurement and Contracts representative.

The name of the vendor and other information may be disclosed at a public proposal closing. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, Respondents should be aware that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the UWF Board of Trustees.

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**UNIVERSITY OF WEST FLORIDA  
OFFICE OF PROCUREMENT AND CONTRACTS**

**INVITATION TO NEGOTIATE # 19ITN-06EW**  
**SUBMITTAL DUE DATE: September 26, 2019, 2:00 p.m. CT**

**Section I**

**OVERVIEW**

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**A. General Information and Summary**

At the University of West Florida, we believe in the power of higher education to drive change: on campus, in our region, across the state and around the world. We are equipping today's students with the knowledge and skills needed to become tomorrow's leaders, blazing new paths, shaping their environment and creating an even brighter future. Based in Pensacola, Florida with additional locations in the region, UWF is home to five academic colleges, offering a variety of bachelor's and master's degree programs, as well as specialist degrees and a doctorate in education. With a student population of nearly 13,000 and an average class size of less than 40, UWF is committed to providing a close-knit academic experience and is consistently named a top "military friendly" University. UWF is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. Additional information, which may be useful to the Respondent, may be obtained by visiting the University's website: <http://uwf.edu/>.

UWF 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.

The initial term for Agreement will be for a three (3) year period ("Initial Term"). UWF, in accordance with its best interest, reserves the right to extend Agreement for two (2) additional one (1) year periods ("Renewal Term") by providing the Contractor written notice thereof.

**B. Timetable**

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

| <b>Activity</b>                                      | <b>Time<br/>(Central<br/>Time)</b> | <b>Date</b>        |
|------------------------------------------------------|------------------------------------|--------------------|
| Issue ITN                                            |                                    | August 29, 2019    |
| <b>Labor Day – UWF Closed</b>                        |                                    | September 2, 2019  |
| Written request for explanation due date             | 3:00 pm CT*                        | September 12, 2019 |
| Estimated issuance of explanation due date           | 4:00 pm CT                         | September 17, 2019 |
| <b>Submittal Due Date</b>                            | <b>2:00 pm CT*</b>                 | September 26, 2019 |
| Team Evaluation for Short List/Selection on or about | 10:30 am CT                        | October 4, 2019    |
| Negotiations beginning on or about                   | <b>TBD*</b>                        | TBD                |
| Best and Final Offer                                 | TBD                                | TBD                |
| Estimated Notice of Intent to Award posted           | TBD                                | TBD                |
| Estimated Contract Begins                            | TBD                                | October 2019       |

***\*Please note that Vendor questions due and ITN Submittal date are on Central Time.***

### C. Contact Person

The Procurement and Contracts Facilitator and sole point of contact (“POC”) for this ITN is:

Emily Weddington, Senior Buyer  
Email: eweddington@uwf.edu  
Phone: 850-474-2633

Respondents are advised that from the date of release of this ITN until award of the contract, **no contact with University personnel related to this ITN is permitted. All communications are to be directed to the Procurement and Contracts Facilitator listed above. Any such unauthorized contact will result in the disqualification of the Respondent’s submittal.**

Respondents are fully responsible for obtaining the complete ITN, including all attachments, addenda (if applicable), and any other related information by visiting our web site: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by Respondent(s) regarding the meaning or interpretation of this ITN must be requested from the above contact person, by e-mail prior to the due date as stated in the above section “B” Timetable. The subject line of the email shall include the ITN number, ITN name, and due date. The explanation response will be issued in the form of an Addendum and posted to the Procurement and Contracts web site as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements resulting from a pre-submittal conference or subsequent written questions shall be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addendum format. Where there appears to be a conflict between the ITN and any addenda issued, the last written addendum shall prevail.

### D. Attachments

1. Attachment A – ITN Certification Form
2. Attachment B – ITN Information and General Conditions
3. Attachment C – Sample Agreement Terms and Conditions
4. Attachment D – Minimum Insurance Requirements
5. Attachment E – Certification Regarding E-Verify System
6. Attachment F – Fee Rates
7. Attachment G – Disaster Debris Management Plan (DDMP)
8. Attachment H - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### E. Response Submission

The University is subject to Section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to section 119.07 exists. Submitted material, which is marked as confidential, will be treated as confidential by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your submission that meets the criteria of a trade secret in the “confidential information” tab noted below in Section IV, “ITN Information and Instructions”.

**Submittals including the signed ITN Certification Form must be received by the University of West Florida's Office of Procurement and Contracts Office by the due date and time as stated in the above Timetable. All addenda, if applicable, shall be signed and submitted as part of your response. Late or incomplete responses will not be accepted.** See Section IV, "ITN Information and Instructions" and Attachment B, "ITN Information and General Conditions" for additional instructions.

**Each response is to be submitted in a three-ring binder using index tabs with the appropriate tab identification as requested within this ITN.** See Section IV, "ITN Information and Instructions" for more information.

Submit:

1. One (1) original, clearly marked as original, which shall contain the original manual signature of the authorized person signing the proposal; and
2. Five (5) hard copies of the original; and
3. One (1) identical digital electronic copy on USB flash drive or CD of the original, preferably in either Word or Excel format, including appropriate tab identification of the various sections of the response.

**Failure to include the original and all signed copies shall be grounds for rejection of your response without further evaluation.**

The outer carton of the response shall include the ITN number and title, company name, and due date/time.

Each response is to be submitted in a spiral bound or three-ring notebook using index tabs with the appropriate tab identification as requested within this ITN.

Your response shall include the information and required submittals described in the Section IV, "ITN Information and Instructions", and be numbered with all information appearing in the Tab in which it was requested. Questions and requests for information may not be rearranged, regrouped or divided in any way.

All information and required submittals requested shall be in hardcopy form and included in your written response. Responses shall not refer the University to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.

Information submitted that is not requested by the University may be considered to be supplemental, and not subject to evaluation by the committee members.

Any information or required submittals, which due to size or binding cannot be incorporated following the proper tab, may be submitted separately. The location of the information should be provided following the numbered tab.

All required signed and completed copies of the response with the signed ITN Certification Form must be either mailed or delivered to:

UNIVERSITY OF WEST FLORIDA  
Office of Procurement and Contracts  
ATTN: Emily Weddington  
Bldg. 20W Room 159  
11000 University Parkway  
Pensacola, FL 32514

**CAUTION: The executed ITN Certification Form (Attachment "A") must be signed and submitted as part of your response. Failure to do so will disqualify your response.**

**All addenda shall be signed and submitted with response. Failure to do so may disqualify your response.**

## Section II

### SCOPE OF SERVICES

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The University of West Florida including any and all of their branch campuses, satellite facilities, and other owned or operated facilities, desires to obtain the services of a qualified and experienced disaster and debris removal services 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(s) 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)'s representative physically present at the affected University(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(s) 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(s) 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(s) must have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.

#### **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. The sections that follow are intended to provide Proposers with a detailed understanding of the University requirements associated with disaster debris removal and disposal operations.

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:

- examining debris to determine whether or not debris is Eligible;
- loading the debris;
- hauling debris to University approved Temporary Debris Storage and Reduction (TDSR) site(s) or University Designated Final Disposal Site(s);
- reducing disaster related debris;
- hauling reduced debris to a University Designated Final Disposal Site; and
- 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(s) by the Debris Manager. It shall be the Contractor(s)'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(s) 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 (C&D)
  - 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(s) 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(s) 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. 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(s) 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.

#### **5. 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 fee rates for scope of services item 2. The University will not compensate the Contractor(s) 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(s), 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(s), 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.

## **6. 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(s) 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 (listed on Page 28), 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(s), 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.

#### **7. 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(s) shall provide appropriately trained Hazardous Waste Operations and Emergency Response (HazWOpER) personnel capable of identifying and properly handling hazardous waste that may be encountered during clean-up operations.
- c. The Contractor(s) 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(s) 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.

#### **8. 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(s) 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.

#### **9. 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(s) 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)'s licensed technicians prior to mechanical loading. Contractor(s) is to provide University with copies of license technician certifications. The Contractor(s) 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(s) shall recycle all Eligible white goods in accordance with all rules and regulations of local, state and federal regulatory agencies.
- f. The Contractor(s) 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.

#### **10. 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(s) 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.

#### **11. Eligible Dead Animal Carcasses (Putrescent)**

- 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 dead animal carcasses that represent a threat to public health and safety. Contractor(s) shall coordinate activities with the University.

#### **12. 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 a maximum two-inch 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 fee rates for scope of services items 2 and 3 respectively.

#### **13. 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 maximum two-inch

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 fee rates for scope of services items 2 and 3 respectively.

#### **14. 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 maximum two-inch 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.

#### **15. 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 fee rates for scope of services paragraphs 2 and 3 respectively.

## **Supplemental Provisions**

### **1. 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(s) 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)'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(s) shall report to the University within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor(s) shall have obtained at least 50% of the resources requested by the University. Within 120 hours following the disaster event, the Contractor(s) shall have obtained 100% of the resources requested by the University. The University reserves the right to retain additional Contractor(s) to the extent deemed necessary.

### **2. 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(s) 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. (Attachment F)

### **3. Private Work**

Neither the Contractor(s) nor any subcontractor(s) 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(s) 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.

### **4. 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 Rights-of-Way (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(s) 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(s) will be required to provide crews separate from those providing University ROW debris removal services. Further, the Contractor(s) 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(s) shall provide from the scope of services and which zones/areas must be prioritized.

### **5. Completeness of Debris Removal**

All debris identified by the Debris Manager shall be removed. The number of complete passes the Contractor(s) shall conduct through the University is at the discretion of the Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor(s) 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(s) 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.

## **6. Storage and Disposal of Debris**

Contractor(s) 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(s) with potential TDSR site locations. In addition to the TDSR site locations provided by the University, the University may task the Contractor(s) with identifying additional TDSR sites or final disposal sites, subject to final approval by the University. The Contractor(s) 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 FDEP.

All TDSR and University Designated Final Disposal Sites must be approved, in writing, by the Debris Manager. The Contractor(s) 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(s) reduction, handling, disposal and remediation operations must be approved, in writing, by the Debris Manager.

The Contractor(s) 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.

## **7. 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(s) shall also be responsible for periodically inspecting all Contractor(s) 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.

## **8. 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.

## **9. 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 will not be 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)'s project manager must be available twenty-four (24) hours a day, or as required by the Debris Manager.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. Liquidated Damages**

Should the Contractor fail to complete requirements set forth in this scope of work, the University will suffer damage. The amount of damage suffered by the University is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the University, as liquidated damages, the following:

- a. Five Thousand Dollars (\$5,000.00) per calendar day of delay to mobilize in the University with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- b. Two Thousand Dollars (\$2,000.00) per load of disaster debris collected on University Property that is not disposed of at a University approved DMS or University approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. Five Hundred Dollars, (\$500.00) per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- d. Five Hundred Dollars (\$500.00) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the University should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

## **15. Damages**

The Contractor(s) shall repair any damages caused by the Contractor(s)'s equipment in a timely manner at no expense to the University. Any damages to private property shall be repaired at the Contractor(s)'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)'s work.

## **16. 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 the Contractor(s)'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(s), as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Contractor(s).

## **17. 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.

## **18. 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 representative that affect the environmental quality of TDSR site(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

## **19. 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 or University-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor(s) 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(s) 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(s) 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.
  - i. Each ticket shall be of a type that consists of one original and four carbon copy duplicates.
  - ii. 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.
  - iii. 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(s).
  - iv. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

## **20. 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 services. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor(s) 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(s) 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(s) 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(s) will also be required to provide proof of Contractor(s) 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(s) is responsible for payment to all subcontractors utilized for the services rendered within this scope of services. The Contractor(s) 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 services. Completion of scope of services 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)'s final invoice.
- k. In the event any portion of this scope of services is to be funded by State or Federal funds, the Contractor(s) 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(s) 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.

***The foregoing specifications are not intended to serve as an exhaustive summary of all requirements/specifications or of all terms of the agreement. The terms of a contract negotiated between the Successful Vendor(s) and University will represent the final agreement of parties.***

## Section III

### SPECIAL TERMS AND CONDITIONS

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#### A. Insurance

Each Respondent shall include written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the proposal. **Please include in Tab D.**

Upon notification of intent of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts, which shall be in accordance with Attachment D – "Minimum Insurance Requirements". During the term of the contract, the successful Respondent must provide, pay for and maintain such insurance.

#### B. Public Records

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.
2. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.
5. Failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

#### C. Background Checks

A Level II background check is required to be performed by the successful Respondent(s) for each employee engaged in providing the services or activities described in this ITN. The successful Respondent(s) must represent that each employee it assigns to provide the services or activities described in this ITN has successfully passed a Level II background check. These background checks shall be performed at Respondent's expense.

The successful Respondent(s) shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level II background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this ITN has successfully passed a Level II background check.

#### **D. Tobacco-Free Campus Policy**

The University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings, leased spaces and outdoors on all UWF campus properties and leased spaces. The successful Respondent(s) must fully comply with this tobacco-free policy.

#### **E. Contract Period and Renewals**

1. The initial term for Agreement will be for a three (3) year period ("Initial Term"). UWF, in accordance with its best interest, reserves the right to extend the Agreement for two (2) additional one (1) year periods ("Renewal Term") by providing the Contractor written notice thereof.
2. In order to enact up to a three percent (3%) price increase to self-performed hourly labor rates for possible Renewal Term, the Contractor must submit a written request to UWF at least sixty (60) calendar days prior to the end of the Initial Term or current Renewal Term, as applicable. If the Contractor fails to submit such a request as described herein, then Contractor waives all right to a price increase during the upcoming Renewal Term. Requests for price increases in excess of three percent (3%) will be treated as requests for a three percent (3%) increase.

#### **F. Barricades**

Contractor(s) must provide all barricades and take all necessary precautions to protect buildings (interior and exterior finishes), equipment, personnel, and designated trees and shrubbery, as applicable. Protective barricades for pedestrian safety must maintain accessibility to walkways, buildings, and facilities by individuals with disabilities in compliance with Americans with Disabilities Act (ADA) of 1990. Barricades for trees and shrubbery, where applicable, shall be of 2" X 4" wood construction placed at the drip line. Contractor(s) must complete all work in every respect, accomplish such work in a workmanlike manner, and provide for the removal of all barricade devices from UWF property upon the completion of the project.

#### **G. Guarantee of Performance**

By entering into Agreement with UWF pursuant to this ITN, the Contractor(s) guarantees to give precedence to and prioritize the performance of all services requested by UWF as described in the Scope of Services (Section II) during times of emergencies and disasters. Furthermore, in the event of shortages, Contractor(s) will reallocate resources in order to give precedence to the performance of services requested by UWF as described in the Scope of Services (Section II).

#### **H. Clean Up**

The Contractor will be responsible for ensuring:

- i. All work is properly protected;
- ii. All staging, parking, and work areas are returned to their original conditions, or better, upon completion of the project.

#### **I. Familiarity with Laws and Codes**

The Contractor(s) must familiarize themselves and comply with all Federal, State, city, county, and other local laws, ordinances, rules, and codes, as well as, all regulations, policies, and rules applicable to the work being done during a project under Agreement, including, but not limited to, Occupational Safety and Health Administration Standards, FEMA Public Assistance Guidelines, FEMA Public Assistance Program and Policy Guide (FP 104-009-2/April 2018), Public Assistance

Debris Management Guide, Public Assistance Alternative Provides Pilot Program Guide, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and the Code of Federal Regulations. Further, all work shall conform to all applicable laws, ordinances, and regulations of the local utility companies. Ignorance on the part of the Contractor(s) will in no way relieve them of responsibility for compliance.

**J. Building Code Administration Program (BCAP)**

Contractor(s) must adhere to Escambia County policies and procedures, including, but not limited to, permitting, submittal review, inspections, etc. Contractor(s) will work with the UWF representative and any other authority having jurisdiction in order to obtain permits necessary for construction, inspections, and certificates of completion. Any and all permits required pursuant to work performed under Agreement are the sole financial responsibility of the Contractor(s) unless said costs are explicitly included in Contractor(s)'s quote for a particular project. Contractor(s) is responsible for the timely submission of all permit applications and inspection request.

**K. UWF Building Design and Construction Standards (BDCS)**

The Contractor(s) must comply with BDCS in the performance of all work under Agreement. The Contractor(s) is responsible for referencing the most current version of BDCS to ensure work is performed in compliance with the active edition prior to the starting of each project.

Facilities Management website, Building Design & Construction Standards:

<https://uwf.edu/finance-and-administration/departments/facilities-management/resources/building-design-construction-standards/>

**L. Correction of Work**

The Contractor(s) must promptly correct work rejected by UWF for failing to conform to the requirements of Agreement or plan documents or technical specifications related to a specific project, whether observed before or after substantial completion and whether fabricated, installed, or completed. The Contractor(s) will bear costs of correcting such rejected work. The Contractor(s) must commence correction of the work within two (2) calendar days after the date of written notice from UWF.

**M. Deobligation of Funds**

In the event of deobligation of funds reimbursed to UWF by federal or state agency attributable to improper or non-compliant documentation or work provided by Contractor(s), the Contractor(s) will solely bear the full risk of loss and, in the event Contractor(s) has received prior payment from UWF, reimburse UWF for work performed by Contractor(s) for which any deobligation of funds is attributable.

**N. Contractor(s) Employees and Subcontractors**

Contractor(s) acknowledges work performed under Agreement will be on public property owned by UWF, which may at various times during the performance of the work be occupied by students, faculty, staff, and the general public. Contractor(s) hereby agrees to the following:

1. Contractor(s) will self-perform the majority of work performed under Agreement in accordance with ITN and DDMP.
2. Contractor(s) will have competent supervisors on site when any work is being performed under Agreement.
3. Contractor(s) will ensure all their employees and subcontractors are in compliance with the following when assigned to any project performed under Agreement:

- a. Wear neat and clean uniforms, or otherwise conform to an appropriate dress code, in compliance with all applicable safety requirements and allowing easy identification (excluded clothing, including but not limited to, cut-off pants, torn shirts, tank tops, sliced-up jeans, and/or any other obscene and/or offensive clothing);
  - b. Refrain from conversing with students and/or faculty;
  - c. Refrain from profanity, obscene gestures, catcalls, whistles, or any other inappropriate behavior;
  - d. Refrain from the use of alcohol and other drugs during working hours;
  - e. Refrain from the use of all tobacco products including vaping on campus;
  - f. Speak and understand instructions given in English;
  - g. Have all the tools, equipment, ladders, and etc. necessary to perform the work specified herein.
  - h. Comply with all applicable laws, codes, and ordinances as provided in the ITN pertaining to the administration and performance of work performed under Agreement.
4. Contractor(s) will provide the UWF Police Department and Debris Manager a list of the names and mobile telephone numbers of all supervisors assigned to any project performed under Agreement.

**O. Notice to Contractors of Asbestos-Containing Materials (ACM) in UWF Buildings**

UWF strives to minimize asbestos exposure risks to its faculty, staff, and students. This is accomplished through proper identification and management of asbestos-containing materials inside and outside of campus buildings. Examples of asbestos-containing building materials on campus in buildings greater than 15 years of age are pipe and boiler insulation, roofing materials, fireproofing, hard panels known as "Transite", floor tile, mastics, adhesives, electrical wiring insulation, and spray or trowel-applied ceiling finishes. Since asbestos is not completely banned in the United States, there is still the potential of asbestos being present in certain building materials even if a building has been constructed in the past 15 years. ACM that is present in an undisturbed and undamaged state is not considered to be hazardous.

UWF has implemented an Asbestos Program to assure safe management and removal of ACM. UWF's Department of Environmental Health and Safety ("EH&S") oversees the asbestos program and maintains file records of asbestos surveys and previous asbestos abatements. The Contractor(s), its subcontractors and consultants, and other service providers to UWF may encounter ACM and must, therefore, comply with the following instructions:

- i. Avoid disturbing suspected ACM. Exercise caution and if there is any doubt about whether a material contains asbestos, then contact EH&S.
- ii. If it is necessary to disturb ACM, first notify the appropriate representative listed in this notice, or the UWF Department of Environmental Health & Safety at 850.474.2525, before proceeding with work. Contractor(s) will take whatever precautions are necessary to protect human health and the environment, and comply with all applicable Federal, State, and local laws pertaining to asbestos.
- iii. If Contractor(s) requires additional information on possible locations of ACM in a particular building, contact the appropriate representative from the Division for which work is being performed or contact UWF EH&S directly.

## Section IV

### ITN INFORMATION AND INSTRUCTIONS

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#### A. ITN Information

1. Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein.
2. Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
3. By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.
4. All provisions of this ITN and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.
  - i. UWF ITN document, including all attachments
  - ii. All addenda issued pursuant thereto
  - iii. Respondent's proposal
  - iv. Best and Final Offer (BAFO)
  - v. UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

#### B. Submittal Instructions

Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy. Each copy is to be submitted in a three-ring binder using index tabs with the appropriate tab identification.

##### Tab A Essential Documents

1. Signed ITN Certification Form (see Attachment A)
2. Signed Certification Regarding E-Verify System (see Attachment E)
3. Signed addenda (if applicable)
4. State of Florida License

##### Tab B Executive Overview and Company Profile

1. A one to two-page executive summary of the Contractor's proposal, including brief descriptions of the Contractor's offering including information regarding how the Contractor plans to address the University's requirements. Disclose general information about your company including information regarding amount and type of experience of the company.
2. Contact name(s) and title(s) of the individual(s) responsible for the Contractor's proposal during this ITN process.

3. Corporate Governance Documents and Certificate of Good Standing from Contractor's state of incorporation, if other than Florida.
4. Include a Statement of Contractor Warranty and ability to perform. This Contractor statement shall warrant that no legal action, proceeding, inquiry or other legal hindrance would preclude the Proposer from performing under this ITN and subsequent contract.

**Tab C Qualification Overview**

1. Provide examples of how your company's overall communication policies and procedures have ensured the success of similar contracts.
2. Provide at least three (3) current and verifiable references with contracts similar to this scope of services. Include the institution or firm's name, contact name, phone number, and email address.
3. Provide the name, phone number, and email of the primary point of contact and background experience for the designated individual who will handle the UWF account.
4. Contractor should provide resumes of person(s) handling the UWF account.

**Tab D Insurance, Bonding, Licensure**

Each Contractor shall include written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the proposal.

Upon notification of intent to award to the successful Contractor, an original ACORD certificate of Insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts.

**Tab E Contract**

See Attachment C for Agreement Terms and Conditions

1. If applicable, list any objections to specific contract terms and provide requested replacement contract language. The University reserves the right to accept or reject any suggested replacement contract language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful Respondent will be required to execute the University's agreement incorporating the terms and conditions in Attachment C.
2. Attachment C is provided as a sample only and will be modified prior to execution to match the scope of services as stated in the ITN. Information regarding Federal Clauses will be added to the contract before execution (See Attachment H). Where there appears to be a conflict between the sample contract documents and the ITN, the ITN shall prevail.

**Tab F Confidential Information**

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab F, Confidential Information.

**Tab G Supplements**

Any information provided in your submission that was not directly requested by the University will be considered supplemental and must be placed in Tab G, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

## **Tab H Fee Rates**

Contractor shall complete Attachment F, Fee Rates for Emergency Debris Removal. Contractors should be as detailed and specific as possible, including all costs associated with your firm's services. Contractors are advised to put their best foot forward and not to inflate costs with the assumption that they will be negotiated as Cost is worth 20 points of the initial evaluation and could be the difference in not making the short list.

The pricing submitted must include a fully burdened cost for any equipment and labor. There are no additions allowed for overhead, or profit. There are no additions allowed for any consumables, as these must be built in to the proposed cost of the activity being performed. Pricing should include all costs including travel related expenses and consumables.

## **Section V**

### **EVALUATION, NEGOTIATION, AND CONTRACT AWARD**

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#### **A. Evaluation Process**

1. Open Meetings Requirement: Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting that involves negotiation with a Contractor, at which a Contractor makes an oral presentation, or at which a Contractor answers questions. A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law until Procurement and Contracts posts Notice of Intended Decision or until 30 days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Contracts posts a notice of a decision concerning the reissued ITN or until Procurement Contracts withdraws the reissued ITN. The exemption period cannot exceed 12 months after the initial Procurement and Contracts notice rejecting all replies.
2. Each response will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive submittal is one which has followed the requirements of the ITN, includes all documentation (including, but not limited to, the signed ITN Certification Form and all other essential documents in Tab A), is submitted in the format outlined in the ITN, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive".
3. Submittals fulfilling the basic requirements shall be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Team on the basis of the written submittals and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral interviews or presentations. The evaluation will utilize the following broad criteria:

## B. Basis of Short List Selection or Evaluation Criteria

The short list of Contractors selected for further negotiations will be determined based on the Contractor's demonstrated ability to meet the requirements and needs of the UWF as stated in the ITN and demonstrated experience in providing the information that is being requested from this ITN. Responding Contractors must describe and document their ability and experience in the initial written response, described in Step 1 in the ITN process. The following Criteria will be used to score and rank Contractor's proposals:

- |                                                                                                                           |           |
|---------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. Composition and Qualification of Staff                                                                                 | 25 points |
| • Overall staff size and resources                                                                                        |           |
| • Capability of proposed company                                                                                          |           |
| 2. Experience of the company                                                                                              | 25 points |
| • History of the company                                                                                                  |           |
| • Experience with debris removal and document                                                                             |           |
| • Current experience with working with FEMA                                                                               |           |
| 3. References                                                                                                             | 20 points |
| 4. Unit Pricing                                                                                                           | 20 points |
| 5. Certification as or partnership with a Small, Minority, Disadvantage or Woman-owned business Enterprise Certification. | 10 points |

The Evaluation Team will carefully review the responses and each member shall independently review all responses relative to the above listed criteria. The Team shall meet to collectively discuss their analyses of the responses and to then formulate a recommendation. Using the process above, the Evaluation Team may recommend that one or more firms be invited to participate in negotiations with the Negotiation Team.

All Respondents are hereby advised that the University may determine that oral interviews, additional written information and/or any other information may be requested at any time during the evaluation process. Internal staff analysis and presentations, outside consultants and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

UWF may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this ITN; postpone or cancel the ITN process; or waive any irregularities in the responses received as a result of this ITN. All expenses involved with the preparation and submission of a response to UWF, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved and executed by UWF.

## C. Negotiations and Contract Award

The Negotiation Team will evaluate each financial proposal within the context of each Respondent's complete response. The Negotiation Team may enter into negotiations with one (1) or multiple Respondents in order to achieve the most effective contract for the University. The University reserves the right to negotiate concurrently or separately with competing Respondents. The award recommendation will be made on a Best Value basis to the firm(s) deemed to have the most advantageous "Best and Final Offer" presented.

The University will not be required to select the lowest cost Respondent. UWF may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Respondent's best terms from a cost, price and technical standpoint. The University reserves the right to award without negotiation if deemed in the best interest of the University.

Negotiations offer an opportunity for the selected Respondents to discuss their offers with the UWF negotiators and ultimately present a "Best and Final offer" and details that support their

business model. The goal of this negotiation process is to identify the optimal outcome or the solution that best meets the needs of UWF.

Representatives of the Respondent(s) selected to participate in negotiation(s) shall be first **required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offeror's best and final offer.** Such authorization will be requested prior to meeting with the Negotiation Team, and the provision of such authorization will be a prerequisite to continuation in the ITN process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

If the University determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", the University reserves the right to immediately cancel the award, and to place the company on the University's suspended Contractor list.

Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. UWF may reject offers that are determined to not be reasonably supportable. UWF reserves the right to select, and subsequently recommend for award, the proposed equipment/service, which best meets its required needs, quality levels, and budget constraints.

## Stump Conversion Table

### Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.

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

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

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

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