

<p align="center">SUBMIT OFFER TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu</p>		<p align="center">University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p>	
Page 1 of 88	Pages	OFFERS WILL BE OPENED July 10, 2013 @ 2:00 PM	ITN NO: 1228LCSA
		and may not be withdrawn within 120 days after such date and time.	
UNIVERSITY MAILING DATE: May 23, 2013		ITN TITLE: SUS Disaster Recovery Operations	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.	
	TOLL FREE NO.		
	FAX NO.		

Government Classifications
Check all applicable

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of authorized representative in the space provided above. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

3. NO OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(b) MISTAKES: Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer's risk.

(c) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to the appropriate SUS institution with which they are contracted with. For UCF, please send to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the University of Central Florida Division of Finance & Accounting. Vendors contracting with other universities within the SUS will contact the designated Vendor Ombudsman for that particular agency. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University. The Vendor Ombudsman for UCF can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1228LCSA

FOR

SUS DISASTER RECOVERY OPERATIONS

TABLE OF CONTENTS

	Page
1.0 INTRODUCTION	
1.1 Statement of Objective.....	
1.2 Contract Award.....	
1.3 UCF Environment.....	
2.0 GENERAL CONDITIONS	
2.1 Authorized UCF Representative/Public Notices/UCF Discretion.....	
2.2 Approximate Calendar of Events.....	
2.3 Respondent Communications and/or Inquiries.....	
2.4 Respondent's Conference and Site Visit.....	
2.5 Written Addenda.....	
2.6 Offer Due/Opening Date.....	
2.7 Section Not Used.....	
2.8 Evaluation Criteria and Selection Process.....	
2.9 Posting of Recommended Selection.....	
2.10 Offer Validity Period.....	
2.11 Disposition of Offer/Florida Public Records Law Compliance.....	
2.12 Economy of Presentation.....	
2.13 Restricted Discussions/Submissions.....	
2.14 Verbal Instructions Procedure.....	
2.15 State Licensing Requirements.....	
2.16 Parking.....	
2.17 Definitions.....	
2.18 Procurement Rules.....	
2.19 Force Majeure.....	
2.20 Limitation of Remedies, Indemnification, and Insurance.....	
2.21 Term of Contract.....	
2.22 Cancellation/Termination of Contract.....	
2.23 Assignment and Amendment of Contract.....	
2.24 Independent Parties.....	
2.25 Performance Investigations.....	
2.26 Records.....	
2.27 Public Records.....	
2.28 Severability.....	
2.29 Notices.....	
2.30 Governing Law and Venue.....	
2.31 Liaison.....	
2.32 Subcontracts.....	
2.33 Employment of UCF Personnel.....	
2.34 Conflict of Interest.....	
2.35 Equal Opportunity Statement.....	
2.36 Waiver of Rights and Breaches.....	
2.37 Headings Not Controlling.....	
2.38 Employee Involvement/Covenant Against Contingent Fees.....	
2.39 Employment of Aliens.....	
2.40 Site Rules and Regulations.....	
2.41 Travel Expenses.....	
2.42 Annual Appropriations.....	

2.43 Taxes.....

2.44 Contractual Precedence.....

2.45 Use of Contract by Other Government Agencies.....

2.46 Public Entity Crimes.....

2.47 Work for Hire.....

2.48 Export Control.....

2.49 Nonnegotiable Conditions and Requirements.....

2.50 Additional Quantities.....

3.0 REQUIRED OFFER FORMAT

3.1 Introduction.....

3.2 Offer Sections.....

4.0 OTHER REQUIREMENTS.....

APPENDIX I	EVALUATION SCORING SHEET
APPENDIX II	TERMS AND CONDITIONS
APPENDIX III	CERTIFICATE OF NON-SEGREGATED FACILITIES
APPENDIX IV	COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS
APPENDIX V	DISASTER MANAGEMENT CONSULTANT SERVICES
APPENDIX VI	DEBRIS REMOVAL SCOPE OF SERVICES AND PRICE LIST
APPENDIX VII	DEBRIS MONITORING SCOPE OF SERVICES AND PRICE LIST
APPENDIX VIII	WATER EXTRACTION AND REMEDIATION SCOPE OF SERVICES AND PRICE LIST
APPENDIX IX	LOGISTICS SCOPE OF SERVICES AND PRICE LIST

1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the State of Florida's State University System (SUS), to obtain the services of qualified and experienced disaster services contractors. **All references to UCF or the University of Central Florida shall be considered to mean any or all of the SUS Universities in the Florida SUS system.** The successful proposer(s) will be able to provide professional, technical services in the preparedness, response, recovery and mitigation phases of any natural or manmade disaster or emergency situation as required by any of the Universities.

Each Proposer should demonstrate proven success in providing the designated services including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, tornados, hurricanes, severe weather events, or any other natural or manmade disaster or emergency. Each successful Proposer will be responsible for the performance of all requirements as submitted in their proposal.

There are a total of five (5) different Scopes(s) of Work (SOW) each with different services and requirements. Each proposer can submit a proposal for any combination of the SOWs except Debris Removal and Debris Monitoring services (these two scopes require separate contractors). The successful proposer(s) will be able to demonstrate their abilities to perform the services specified in the applicable Scope(s) of Work (SOWs) in order to allow each University to open for normal business as soon as possible, with the least amount of interference after a natural weather event or possible manmade disaster. This will include personnel and staffing levels of sufficient size and with a demonstrable level of expertise and licensing or certifications in the appropriate area of their function. The successful proposer(s) will be able to demonstrate either adequate levels of appropriate equipment in their inventory, or contracts with equipment providers which guarantee availability in the event of a disaster. This availability must also include inbound logistical resources to transport needed equipment to the site affected by disaster. It is critical to the success of the Proposer(s) to be able to supply the needed equipment for the SOW being performed in a timely manner. The successful Proposer(s) will also have written plans and procedures which show their process for performing the SOW as defined in this ITN. The successful proposer shall have available a wide variety of emergency preparedness, response, recovery and mitigation resources which must be submitted with the original Proposal.

The successful Proposer(s) will submit supporting documentation in sufficient detail to fully present their capabilities and experience to the evaluation group for each separate SOW. This submission will be based on the capabilities of the Proposer as support for the criteria shown in the attached Evaluation Criteria Table A.

It is anticipated that there will be multiple awardees based on the qualifications submitted by Proposers, and the results of evaluations.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix II) must always be performed by the Respondent.

1.2. Contract Award

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all offers if such action is in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to evaluate an offer and award a contract without negotiations.
Therefore, the offerer's initial offer should contain the offerer's best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offerer(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if it is in UCF's best interest to do so.
- H. A written notice of award will be sent to the successful respondent(s).

1.3. SUS Environment

- A. The State University System (SUS) consists of twelve Universities located at separate locations throughout the state of Florida. The SUS is headquartered in Tallahassee, Florida and is governed by the Florida Board of Governors. The SUS has an annual economic impact of nearly \$80 billion dollars. The SUS also employs just over 58,000 faculty and staff and attributes to 771,000 Florida-based jobs. A compelling 7 percent of Florida's gross domestic product (GDP) is directly linked to the State University System,
- B. Each University location may also consist of a number of regional campus locations in addition to the main campus. These Universities had an estimated total enrollment of 320,000 students in 2011. The twelve universities have an estimated total campus size of more than 12,000 acres. The libraries of the SUS institutions comprise over 18 million items, making it one of the largest academic library systems in the world. The distance from the two farthest schools in the system is almost 700 miles from one corner of the state to another.
- C. List of SUS Universities:

a. Florida A&M University	Tallahassee	420 acres
b. Florida Atlantic University	Boca Raton	850 acres
c. Florida Gulf Coast University	Fort Myers	760 acres
d. Florida International University	Miami	573 acres
e. Florida Polytechnic University	Lakeland	138 acres
f. Florida State University	Tallahassee	1,392 acres
g. New College of Florida	Sarasota	144 acres
h. University of Central Florida	Orlando	1,415 acres
i. University of Florida	Gainesville	2,000 acres
j. University of North Florida	Jacksonville	1,300 acres
k. University of South Florida	Tampa	1,913 acres
l. University of West Florida	Pensacola	1,600 acres

Additional information available at: http://www.ucf.edu/about_ucf and <http://www.flbog.edu/>

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed/mailed to all Respondents. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Luis Aviles
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Email: luis.aviles@ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from fs. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2. Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
May 23, 2013	Invitation To Negotiate advertised
May 23, 2013	Invitation To Negotiate released
June 14, 2013 @ 2:00 PM	Last Day to submit communications and/or inquiries in writing only; preferably by email to Luis Aviles: luis.aviles@ucf.edu
June 21, 2013	Responses to inquiries and Addenda, if any, mailed to Respondents
July 10, 2013	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3. Respondent Communications and/or Inquiries

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the

Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than **June 14, 2013 at TIME 2:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Respondent who is submitting the inquiry.

2.4. Respondents' Conference and Site Visit

Based on the Scope Of Work that this ITN encompasses and the geographic differences in the various locations that are covered with this ITN, there will not be a proposers conference and site

visit. Companies interested in submitting a proposal under this ITN are encouraged to visit any of the SUS campuses.

2.5. Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the offer.

2.6. Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00 PM on July 10, 2013 according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 PM on July 10, 2013 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At 2:00 PM on July 10, 2013, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than 2:00 PM on July 10, 2013.

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: ITN 1228LCSA SUS Disaster Recovery Operations. The offer must be submitted in Ten (10) copies; two hard copies and five (8) electronic versions on either discs or thumb drives. Only one copy needs to contain original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. Section Not Used

2.8. Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (**Vice President, Administration and Finance, University of North Florida or his/her written designee(s)**) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from fs. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.

B. UCF reserves the right to conduct negotiations with the highest ranked offerer(s). In the event the decision maker (**Vice President, Administration and Finance, University of North Florida**)

determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:

1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluation committee in determining which offerer(s) to enter into negotiations; and
6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offerer(s) falling within the desired competitive range to enter into negotiations.

C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The **Vice President, Administration and Finance, University of North Florida** or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the **Vice President, Administration and Finance, University of North Florida** or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Criteria	Max Points
1. Experience by company for providing disaster recovery equipment and services in a logistics capacity for other clients.	10
2. Qualifications of proposer including applicable certifications and licenses for the SOW being proposed.	10
3. Staffing matrix and office/facility locations that will be utilized to perform the services described in each applicable section of the Scope of Work (SOW). Will include equipment resources as applicable.	10
4. Financial status of the proposer based on submission of	10

Dunn & Bradstreet Supplier Qualifier Reports.	
5. Technical Qualifications and understanding of SOW based on submission.	10
6. Pricing for applicable labor	15
7. Pricing for applicable Equipment	15
8. Equipment availability of items to perform the required activities pursuant to the SOW will be stated. Owned versus acquired equipment will be specified.	10
9. Acceptance of all terms and conditions without deviation.	5
10. Complete proposal submitted with all required attachments included.	5
Total Points:	<u>100</u>

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to Luis Aviles, who will forward copies to the **Vice President, Administration and Finance, University of North Florida** or his/her designee. At the time of such delivery to Luis Aviles, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by the **Vice President, Administration and Finance, University of North Florida**.

The **Vice President, Administration and Finance, University of North Florida** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Vice President, Administration and Finance, University of North Florida** may give deference to the scoring forms. Based on what the **Vice President, Administration and Finance, University of North Florida** determines is in the best interest of the SUS, the **Vice President, Administration and Finance, University of North Florida** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the highest ranked respondent(s) or cancel the ITN.

The **Vice President, Administration and Finance, University of North Florida** may, at any time during this ITN process, assign one (1) or more UCF staff member(s) to assist the **Vice President, Administration and Finance, University of North Florida** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9. Posting of Recommended Selection

A recommendation to award will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the offers, whichever is earlier. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties at: <http://www.purchasing.ucf.edu/bids/index.asp> and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10. Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid offer for **120** days after the offer submission date.

2.11. Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor's claim of "confidential," "proprietary" or "trade secret" will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF's selection or rejection of an offer will not affect this provision.

2.12. Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is **mandatory** that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13. Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF announces its intent to negotiate, the Respondent shall not discuss the offer or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Respondent's offer.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 2:00 PM on June 14, 2013, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting an offer in response to this ITN, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the offer. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such an offer, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Respondent shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16. Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17. Definitions

Aerial Photographs mean 8" X 10" photographic reproduction or 8 ½" X 11" color enlargements of multiple view (usually three (3)) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of the location. Picture resolution shall be in enough detail to recognize the area, and

content of the subject material and contain reference boundaries for location identification. Digital photographs or film photographs are acceptable, but must be of sufficient resolution to allow enlargements up to an 11" X 14" print size to identify subject location. The photographs are property of the respective university with unlimited rights of duplication for the purposes of disaster recovery.

Contract Administrator - The University's designated liaison with the Respondent. In this matter UCF's Contract Administrator will be **Luis Aviles**. Contract Administrators for SUS Universities to be determined at time of award.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor's proposal.

Contract Manager means the University's designated representative authorized to provide direction to the Contractor regarding services provided pursuant to this contract.

Contractor means the Monitoring Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the firm under contract with the University to provide Emergency Debris Management services and its subcontractors.

Eligible Debris means debris resulting from a Presidentially declared disaster whose removal, as determined by FEMA, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

Emergency means tornados, hurricanes, severe weather events, or any other natural or manmade disaster or emergency.

EOC means Emergency Operations Center

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Mixed Debris means a mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metals, household hazardous waste, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the University to the Contractor of the date and time for work to start.

NRCS means the U.S. Department of Agriculture's Natural Resources Conservation Service.

Project Manager means the individual appointed by the Contractor to be the University's primary point-of contact and who is responsible for all services and personnel that are provided by the Contractor pursuant to this ITN and contract.

Proposer means any person, partnership or corporation submitting a timely proposal pursuant to this ITN.

Purchase Order is a written authorization issued by the SUS University to provide services and or commodities.

Respondent/Offerer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN.

Right of Way (ROW)

SOW means the Scope or Scopes of Work pursuant to the contracted vendor(s).

State University System (SUS) means the twelve (12) Universities in the Florida State system comprised of: Florida A&M, Florida Atlantic, Florida Gulf Coast, Florida International, Florida Polytechnic, Florida State, New College of Florida, University of Central Florida, University of Florida, University of North Florida, University of South Florida and the University of West Florida, and all of their respective regional campuses.

Successful Proposer(s)/Contractor(s) - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Contractor", "Payee" and "Vendor"). Multiple awards may be made as a result of this proposal.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", and "Vendor").

SUS Project Manager - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager will vary from each SUS University, but will be identified by the respective University with the contracted vendor.

TDSR Site means Temporary Debris Storage and Reduction Site.

University means any one of the University's in the State University System

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

Vendor means ITN respondent

2.18. Procurement Rules

A. UCF has established for purposes of this ITN that the words "shall", "must", or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

2.19. Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF’s or the Respondent’s reasonable control, any date or times by which UCF or the Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

2.20. Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent’s liabilities to the State or to limit the State’s remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent’s offer.
- B. As an agency of the State of Florida, UCF’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University’s officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of

Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida
Board of Trustees
4000 Central Florida Blvd.
Orlando FL 32816

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent

contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract

The contract resulting from this ITN, if any, shall commence upon date of award and shall end on **June 30, 2016 with two (2) three (3) year renewal options as mutually** agreed upon by both the University and the contractor. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years. At contract(s) renewal, the SUS may at its sole discretion approve a contract cost escalator of up to 3%, provided contractor(s) submit verifiable proof of their increased costs. Such proof shall be in a form acceptable to the SUS.

2.22. Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Payee. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

2.23. Assignment and Amendment of Contract

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24. Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25. Performance Investigations

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26. Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28. Severability

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.29. Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

2.30. Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF or SUS institution and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida.

2.31. Liaison

SUS institution appointed liaison with the successful Respondent, if any, shall be appointed at time of contract award.

2.32. Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.33. Employment of UCF Personnel

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any

individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

2.34. Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.35. Equal Opportunity Statement

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.36. Waiver of Rights and Breaches

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent

breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.37. Headings Not Controlling

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.38. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.39. Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.40. Site Rules and Regulations

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

2.41. Travel Expense

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.42. Annual Appropriations

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.43. Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

2.44. Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.45. Use of Contract by Other Governmental Agencies:

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.46. Public Entity Crimes:

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.47. WORK FOR HIRE:

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in

the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

2.48 Export Control:

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract

resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.49 Nonnegotiable Conditions and Requirements

The University seeks to award a contract(s) from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.50 Additional Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

2.51. Performance Bond

N/A

3.0 REQUIRED OFFER FORMAT

3.1. Introduction

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. Price sheets and tables are not to be altered. The contract, if any, resulting from this ITN shall attach the entire ITN and incorporate the ITN by reference.

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

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its negotiation. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.2. Respondent/Offer Submittal Sections

The Respondent shall organize its offer into the following major sections.

A. EXPERIENCE OF PROPOSER

1. The Proposer shall provide examples of contracts and performance
2. The Proposer shall provide a list of client accounts or contracts, if any, which are located in hurricane/severe weather prone areas of the United States.
3. The proposer shall provide a list containing a minimum of three client accounts or contracts which have encompassed a Scope of Work (SOW) or Scope of Service (SOS) similar to the SOW's included in this ITN and completed within the last five (5) years. Each contract must include the total contract value. Include the organization, contact name and telephone number, plus length of the service at each client.
4. The Proposer shall provide a list of all client accounts or contracts which have been cancelled or lost through early termination within the last ten (10) years. Include the organization, contact name and telephone number, plus length of the service at each client.

B. QUALIFICATIONS OF PROPOSER

1. The proposer will include all pertinent licenses for the services for which they are submitting.
2. The proposer will include all certifications which are applicable to the proposal for which they are submitting.
3. The proposer shall provide evidence of their insurability in accordance with the requirements of this proposal.

C. STAFFING MATRIX AND OFFICE LOCATIONS

1. The Proposer shall submit a chart of the company's organization and a description of the company structure and chain of ownership to the parent organization and any and all subsidiaries. List the total number of employees, including job titles and experience of individuals who will be part of the SOS for this contract.
2. The Proposer shall submit the location of corporate/company main office or headquarters.
3. The Proposer shall include a list of all locations which will be servicing this level of effort and responding to a disaster at any of the SUS locations.

D. FINANCIAL STATUS OF PROPOSER

1. The proposer will include a Dun and Bradstreet (D&B) Supplier Qualifier Report for the current calendar of business that covers their operations from January 1, 2012 through a date within 30 days of the submission.
2. The proposer will include D&B Supplier Qualifier Reports on their company for the calendar years 2010, 2011 and 2012.

E. TECHNICAL QUALIFICATIONS OF PROPOSER

1. The proposer will provide Technical Specifications to completely identify their qualifications and how they address the specific items in the particular SOW for which they are posing.
2. Technical evaluation will not take any costing information into consideration to determine the technical qualifications or abilities of Proposer(s).

F. PRICING FOR APPLICABLE LABOR

1. The proposer shall furnish documentation with an itemized sheet of all applicable labor categories and rates for regular labor hours.

2. The proposer shall furnish documentation with an itemized sheet of all applicable labor categories and rates for overtime labor hours.
3. The proposer shall include pricing for all items and services which will be billed on a volumetric or a quantity basis. As an example the cost for each cubic yard of waste. Another example would be pricing for stump removal, or per truck load of vegetative debris. Even more examples will include the cost per square foot for mold removal, as well as cost per cubic foot of water removal from freeze dried manuscripts and artwork. The pricing must be all inclusive, accounting for labor, overhead and profit, as well as any consumables. Each item in the specific scope of service will be addressed to demonstrate the successful proposer(s) understanding and ability to furnish the required service.

G. PRICING FOR APPLICABLE EQUIPMENT

1. The proposer shall include pricing tables for all applicable equipment that would be needed to respond to the disaster.
2. The proposer shall include the quantities of each applicable piece of applicable equipment that is within the available required delivery time.

H. EQUIPMENT AVAILABILITY

1. The proposer(s) shall identify the equipment which it owns or has pre-existing leasing contracts already in place.
2. All supplemental or additional inventory equipment which would need to be secured by the proposer upon issuance of a work authorization will also be identified.
3. The time to mobilize and deliver any needed equipment will also be stated for each piece of equipment. This information will be used to demonstrate the ability to respond in a timely manner.

4.0. OTHER REQUIREMENTS

A. SAMPLE UCF AGREEMENT

A sample copy of UCF's standard contractual agreement, which is the instrument used by UCF to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the proposed agreement should be addressed during the question and answer period sited in section 2.2.

B. UNIVERSITY AGREEMENTS

The proposer(s) will have separate agreements with each of the Universities. The terms and conditions of that agreement may differ from those in this ITN; however the proposer(s) verifies there is no different pricing, or resources that are listed to perform the services specified in any section of the Scope of Work that will change for any of the Universities. Also the non-negotiable clauses of this ITN will apply to each separate agreement. The Proposer also agrees to negotiate in good faith for all clauses and agreements which may differ from those included in this Proposal.

C. VERIFIED PRICING AND DISCOUNTS

The proposer shall certify that prices and discounts submitted are equal to or greater than any and all similarly situated state government or large enterprise customer.

D. UNIVERSITY PRE-HURRICANE SEASON MEETING

Each University will be responsible for coordinating and scheduling an annual pre-hurricane season meeting at their facility prior to the beginning of the Atlantic hurricane season. The successful vendor(s) shall attend the pre-hurricane season meeting at each University that holds a contract with

their company.

E. PRICING

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 into the proposed cost of the activity being performed.

**APPENDIX I
SUS DISASTER RECOVERY
EVALUATION SCORING SHEET**

NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date, and deliver them in a **sealed envelope** to the SUS Purchasing Representative named in section 2.1.

Evaluation Factors	Max Points	Disaster Management Consultant Services	Disaster Debris Removal	Disaster Debris Monitoring	Disaster Water Extraction and Remediation of Water Damage and Mold Impact	Disaster Logistics
1. Experience by company for providing disaster recovery equipment and services in a logistics capacity for other clients.	10					
2. Qualifications of proposer including applicable certifications and licenses for the particular SOW being proposed.	10					
3. Staffing matrix and office/facility locations that will be utilized to perform the services described in each applicable section of the Scope of Work (SOW) will include equipment resources as applicable.	10					
4. Financial status of the proposer based on submission of Dunn and Bradstreet Supplier Qualifier Reports.	10					
5. Technical qualification and understanding of SOW based on submission. Requires separate qualifications for each SOW.	10					
6. Pricing for applicable labor and services	15					
7. Pricing for applicable equipment required for each SOW.	15					

8. Equipment availability of items to perform the required services and activities	10					
9. Acceptance of all terms and conditions without deviation.	5					
10. Complete proposal submitted with all required attachments and signatures included.	5					
TOTAL POINTS	100					
COMMENTS. If any:						

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

**APPENDIX II
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

The sections set forth below must each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN shall act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used			
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13 **Non-negotiable**	_____	_____	_____
2.14 **Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order

No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX IV

**COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS**

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing.** The certifications must be submitted to the corresponding SUS institution's Purchasing Department prior to providing any goods or services required under the resulting contract. Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V

DISASTER MANAGEMENT CONSULTANT SERVICES

SCOPE OF SERVICES

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

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

Table B. Price Sheet For Consultant Services

<u>EMPLOYEE</u> <u>CLASSIFICATION</u>	<u>#</u> <u>Available</u>	Regular Hourly Rate
Principal		
Project Supervisor		
Project Coordinator		
Administrative Support/Data Entry		

APPENDIX VI

DEBRIS REMOVAL

Scope of Services

The Florida State University System (SUS), consisting of the following twelve (12) Universities including any and all of their branch campuses, satellite facilities, and other owned or operated facilities, as referenced in Section 1.3.C., 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 shall be responsible for the performance of all of the requirements of this scope of services as ordered by the University. Response time shall be deemed as having a CONTRACTOR'S representative physically present at the affected 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 shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, or after any potential or actual disaster situations including, but not limited to:

Tornados, Hurricanes, severe weather events or any other natural or manmade disaster or emergency.

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

Background

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

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the individual Universities 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 SUS 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 (Debris Manager). Any debris quantities that are in question with regards to eligibility should be brought to the Debris Manager’s attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to University approved TDSR site(s) or University Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a University Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or University Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the Debris Manager. It shall be the Contractor’s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

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

2. Eligible Debris Removal and Disposal – General Requirements

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related debris existing on University property to a University approved TDSR site or a University Designated Final Disposal Site in accordance with all applicable federal, state and local rules and regulations.
- b. For the purposes of this contract, Eligible Debris includes the following eligible debris types:
 - i. Vegetative
 - ii. Construction & Demolition
 - iii. Non-regulated Asbestos Containing Materials (Non-RACM) Structures

- iv. Regulated Asbestos Containing Materials (RACM) Structures
 - v. Sand, Soil, and Mud
- c. Once a debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved TDSR site or a University Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
 - d. Entry onto private property for the removal of Eligible Debris will only be permitted when directed in writing by the University or its authorized representative. The University will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

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

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-RACM and RACM structures. Under this service, work will include Asbestos Containing Material testing, decommissioning, structural demolition, debris removal and site remediation.
- b. The University may choose to not activate this scope of services item. The Contractor shall not perform work under this scope of services item unless specifically requested in writing by the University.
- c. Decommissioning consists of the removal and disposal of all Hazardous Waste & Materials, E-Waste, White Goods, and Waste Tires from a Non-RACM or RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- d. Removal and transportation of Eligible Non-RACM and RACM demolished structures and Eligible scattered C&D debris on private property will be performed in accordance with paragraph 2.d. above.
- e. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University Designated Final Disposal Site that accepts Non-RACM or RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling, and removal of Non-RACM and RACM structures as well as transportation of Non-RACM and RACM debris to a University Designated Final Disposal Site.

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

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDSR site(s) for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding, use of air curtain incinerators, or controlled open burning. The method of reduction must be approved by the Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDSR site(s) layout and ingress and egress plan must be approved by the Debris Manager.
- b. The management of TDSR site(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- c. Contractor is responsible for operating the TDSR site(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- d. Debris at TDSR site(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Hazardous Waste), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the University).
- e. All un-reduced storm debris must be staged separately from reduced debris at the TDSR site(s).
- f. Contractor is responsible for all associated costs necessary to provide TDSR site(s) utilities such as, but not limited to, water, lighting and portable toilets.
- g. Contractor is responsible for all associated costs necessary to provide TDSR site(s) traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- h. Contractor is responsible for all associated costs necessary to provide TDSR site(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- i. Contractor is responsible for all associated costs necessary to provide TDSR site(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- j. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any Hazardous Waste that may be mixed with disaster debris.
- k. Contractor is responsible for providing twenty-four (24) -hour TDSR site(s)

security.

- l. Contractor will only permit Contractor vehicles and others specifically authorized by the University or its authorized representative on site(s).
- m. Contractor shall provide a tower(s) from which the University or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the following specifications:
 - i. The Contractor(s) shall provide as many towers as designated by the University at each dumpsite for the use of University authorized representatives during their inspection of dumping operations. If ingress and egress of a TDSR site is of significant distance that the University or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
 - ii. The Contractor(s) shall provide as many portable toilets as designated by the University at each dumpsite for the use of University authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
 - iii. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the Debris Manager due to unsuitable conditions at the tower(s).
- n. Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting University specifications to provide for the efficient delivery of waste streams without excessive waiting times. The University shall make the sole determination of excessive wait times. To the extent that the University determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the University's request and certified scales must be operational within 5 business days of the University's request.
- o. Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.

- p. Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.
- q. Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the Debris Manager
- r. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, paving, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the University and FDEP.

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

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D or mulch existing at a University approved TDSR site(s) to a University Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the University for load tickets related to reduced or un-reduced debris transported and disposed of at a non-University Designated Final Disposal Site.

6. Removal of Eligible Hazardous Trees and Limbs

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured three (3) feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the University ROW. Debris generated from the removal of Eligible hazardous trees and Eligible limbs two (2) inches or greater existing in the University ROW will be placed in the safest possible location on the University ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured three (3) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The University will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the University.
- b. Eligible hazardous trees will be identified by the University or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the University ROW or private property will be performed as identified by the Debris Manager. All disaster

specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

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

7. Removal of Eligible Hazardous Stumps

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps twenty-four (24) inches or greater in diameter, measured twenty-four (24) inches from the base of the tree existing on the University ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the University ROW will be transported to a University approved TDSR site or a University Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal Eligible vegetative debris, converted into a cubic yardage volume based on the currently published FEMA stump conversion table, and removed under the terms and conditions of scope of services item 2.
- b. Eligible hazardous stumps will be identified by the University or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the University ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be

communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

- i. Fifty percent (50%) or more of the root ball is exposed.
 - ii. The stump is on University ROW and poses an immediate threat to public health, safety or welfare.
- c. Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the currently published FEMA stump conversion table.
 - d. The University or its authorized representative will measure and certify all Eligible stumps prior to removal.

8. Eligible Hazardous Waste Removal, Transport, and Disposal

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the safe collection, segregation and storage of eligible hazardous waste for transportation and disposal by University hazardous waste program managers.
- b. The contractor shall provide appropriately trained (HazWOpER) personnel capable of identifying and properly handling hazardous waste that may be encountered during clean-up operations.
- c. The contractor shall work with the University's hazardous waste program managers to safely collect, segregate, and store hazardous waste until such time as University hazardous waste managers can arrange for proper shipping and disposal of hazardous waste
- d. The contractor shall take no action with respect to hazardous waste which jeopardizes the University's cradle-to-grave responsibility for hazardous waste generated at the University.

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

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

10. Eligible ROW White Goods Debris Removal

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

11. Eligible Electronic Waste Item Removal

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

12. Eligible Dead Animal Carcasses

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

13. Eligible ROW Sand Debris Removal

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect Eligible debris laden sand from the ROW, haul to a processing screen, process the sand through 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 compensation schedule for scope of services items 2 and 3 respectively.

14. Eligible Private Property Sand Debris Removal

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect Eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two inch screen and haul screened sand to back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will be performed in accordance with all federal, state and local rules and regulations.
- b. Entry onto private property for the removal of Eligible debris laden sand will only be permitted when directed in writing by the University or its authorized representative. The University will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- c. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services items 2 and 3 respectively.

15. Beach Scrape and Clean

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

16. Soil, Mud, and Sand

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove soil, mud, and sand from the public right-of-way (ROW), campus, streets and roads, and developed greenery areas to a predetermined disposal area or landfill. All work will be performed in accordance with all federal, state and local rules and regulations.
- b. For the purposes of this contract, Eligible soil, mud, and sand which includes sediment, soil, mud, and sand that is piled in immediate close proximity to streets, roads, and developed greenery areas, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- c. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved TDSR site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Eligible soil, mud, and sand debris will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services paragraphs 2 and 3 respectively.

Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the University being placed in the National Oceanic Atmospheric Administration three (3) day hurricane forecast, the Contractor(s) shall contact the University regarding potential contract activation. The Contractor shall provide a representative to the University prior to a mandatory evacuation of the University or upon authorization of University. It shall be the Contractor's responsibility to maintain regular contact with the University prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the University within eight hours after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall

have obtained at least 50% of the resources requested by the University. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the University. The University reserves the right to retain additional Contractors to the extent deemed necessary.

Purchase Orders

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

Private Work

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

Designated Work Area

The designated area for debris removal (the University right-of-way) is bounded by the limits of the University and may include public property and Right-of-Ways (ROW), University and utility company easements, University parks and University debris staging areas, and may include private segments within the jurisdictional boundaries of the University. The Debris Manager may also authorize the Contractor to perform debris removal on non-University roadways or other areas, as directed in writing by the Debris Manager. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor will be required to provide crews separate from those providing University ROW debris removal services. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways. The Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

Completeness of Debris Removal

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

writing.

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

Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to University approved Temporary Debris Storage and Reduction (TDSR) sites or University Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

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

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

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The University reserves the right to inspect TDSR sites, verify quantities and review operations at any time.

Safety

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

Use of Local Resources

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

On-Site Project Manager

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

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the University's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a University approved TDSR site or a University Designated Final Disposal Site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the roads within the University, by the Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the

Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

- g. The Contractor(s) shall provide an on-site office trailer for the duration of the project or if required by the University.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSR site(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

Rapid Response Crew

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

Work Hours

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

Damages

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

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

Existing Utilities

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

Ownership of Debris

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

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- d. The Contractor(s) shall document and report incidents to the Debris Manager or the authorized representative that affect the environmental quality of TDSR site(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

- a. All Contractor(s) trucks used for collection and hauling of Eligible debris from the University ROW to University approved TDSR sites or University Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the University. The University or University-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the University of any discrepancies). Placards will be attached to each

certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a University authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the University or its representative may designate trucks for re-measurement in order to verify weights and volumes.

- b. The Contractor(s) is responsible for ensuring all subcontractors maintain valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and nonworking hours.
- c. Load tickets will be provided by the University or its authorized representative for recording pick-up location and tons/cubic yards of debris removal. Unit rate tickets will be provided by the University or its authorized representative for documenting unit rate services, such as hanging limb or leaning tree removal. Only tickets designated and approved by the University will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either actual or percentage load call), and University authorized representative name and signature. No payment will be made by the University for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the University at the collection site. The University authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the TDSR site or University Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the University authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the University authorized representative present at the TDSR site or University Designated Final Disposal Site. The University authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The University will keep the original copy, two (2) copies will be given back to the vehicle operator for their records and the remaining two (2) copies will be provided to the Contractor.

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

Payment

- a. The University, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the University will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs such as tipping fees, incurred by the Contractor at a University Designated Final Disposal Site, will be reimbursed by the University as a pass through cost. Prior to reimbursement by the University, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the University Designated Final Disposal Site.
- c. Mileage shall be determined by use of a widely-accepted mapping program (such as MapQuest or Google Maps). The University shall determine allowances for variances such as TDSR sites where the point of site address is a significant distance from the debris site tower.
- d. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The University reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Hazardous Waste, etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the University).
- e. Invoices shall be submitted to the University's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the University. Invoice detail submittals will be checked against University records. University records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the University authorized representative to the University for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s)

must successfully complete, and receive a letter of completion from the University, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the University to repair damages caused by the Contractor(s) to public or private property.

- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- h. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the University from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the University prior to final retainage release.
- i. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the University.
- j. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- k. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The University will only pay for those items deemed Eligible by FEMA or FHWA, unless the University HAS otherwise agreed to in writing.
- l. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the University for a period of seven (7) years following receipt of final payment for the services referenced herein.

Table C. FEE RATES FOR EMERGENCY DEBRIS REMOVAL*

Phase 1 – Collection, Hauling to Staging, Reduction

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

hazardous wastes and materials		
Vehicles, Vessels, and Other Property		
Mitigation of hazardous substances per vehicle/vessel/property	Each	
Removal, hauling and tracking of vehicles	Each	
Removal, hauling and tracking of vessels	Each	
Putrescent		
Removal and disposal of animal carcasses	Ton	

Phase II – Loading and Final Disposal of Reduced Material

Loading and hauling reduced material to final disposition site.	Cubic Yd.	
Loading and hauling non-RACM material to final disposition site.	Cubic Yd. per mile	
Loading and hauling RACM material to final disposition site.	Cubic Yd. per mile	
Disposal and tipping fees	Actual Cost	n/a

* Payment will be made based on actual units of work performed as approved by the University or its designee. Whenever possible or required, consideration should be given to recycling goods as a method to defray costs and minimize environmental impact.

APPENDIX VII

Debris Monitoring

Scope of Services

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

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

A. Project Management and Process Oversight

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

1. The Contractor shall appoint a Project Manager who will be the University's primary point-of-contact and will be responsible for all services and personnel that are provided by the Contractor.
2. The Project Manager and other key personnel shall report to the University's Emergency Operations Center (EOC) or other University designated location within eight (8) hours of notification by the University. Commencement of work shall begin as soon as possible but no later than twenty-four (24) hours after event. The University may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.
3. The Project Manager shall assist the University in developing a Debris Management Action Plan for the specific occurrence. The Contractor may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDSR Sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.
4. The Project Manager shall attend all meetings and briefings designated by the University. Daily meetings will be conducted by the University with the Contractor,

DRC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

5. The Contractor shall provide trained personnel to observe, direct and document the activities of the DRC. The Contractor shall be responsible for scheduling work for all its personnel on a daily basis. The Contractor shall assist the University in coordinating work assignments for the DRC.
6. The Contractor shall monitor the DRC's progress and record the progress daily, including mapping all streets and locations where debris was collected.
7. The Contractor shall track and coordinate with University personnel to respond to problems in the field and to University' complaints, including public or private property damage claims as a result of debris removal.
8. The Contractor shall attend one pre-event planning meeting annually at each SUS institution, at no expense to the institution.

B. Documentation and Reimbursement

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

C. Field Collection Monitoring

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

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

D. TDSR Site Monitors

1. The Contractor shall provide Site Monitors for each Temporary Debris Storage and Reduction Site (TDSR Site). The Contractor shall be prepared for the University's

contractor to begin hauling debris to the TDSR Sites within twenty four (24) hours after a storm event. TDSR Site Monitor responsibilities shall include but not be limited to the following:

- i. Ensure all loads of debris brought to the site by the DRC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
 - ii. Photograph loads of debris, as directed by the University, and record load information on the photograph.
 - iii. Collect all load tickets and provide copies of them to the DRC's designated personnel.
 - iv. Certify and update the DRC's fleet documentation. The Contractor will obtain from the DRC such documentation, including vehicle number, type of vehicle and volume capacity calculation. The Contractor shall certify all debris vehicles at the TDSR Sites as soon as debris removal operations begin. The Contractor shall update the fleet documents as the DRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
 - v. Verify that all DRC equipment has been completely emptied prior to leaving the TDSR Site.
 - vi. Observe all vehicles entering and exiting the TDSR Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.
 - vii. The Contractor shall provide or arrange for field operation trailers and generators at all TDSR Sites for use by its staff.
2. The Contractor shall be responsible for the following items at all TDSR Sites, if more than one:
- i. Verify that all sites have access control and security.
 - ii. Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
 - iii. Assist with coordinating the logistics of the site to ensure efficient traffic flow.

- iv. Conduct periodic safety inspections to ensure the DRC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
- v. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
- vi. Report safety or other hazards to the University.

E. Other Related Services

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

1. The Contractor shall provide other related services as requested by the University. Such services may include but would not be limited to the following:
 - i. Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
 - ii. Assist the University in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
 - iii. Provide training to University staff as directed by the Contract Manager.
 - iv. Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

F. Contractor Personnel

1. The Contractor shall secure at its expense all necessary personnel required to perform the services under this ITN. Such personnel shall not be employees of or have any contractual relationship with the University or of the University's DRC.
2. The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process with respect to debris monitoring operations efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required including FEMA debris eligibility requirements. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.

3. At the annual meeting with the University, the Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Contractor shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to the Project Manager and Field Supervisors, must be approved by the University. The University retains the right to request personnel replacements.
4. The Contractor's staffing plan shall include the positions listed below. The Contractor may use other positions as necessary and as approved by the University. All such positions and applicable hourly rates shall be listed in the Price Sheet provided at the end of this section.
 - i. Project Manager – Primary point-of-contact to the University and overall responsible for all Contractor services and personnel.
 - ii. Field Supervisor – Responsible for a crew of Field Monitors.
 - iii. Field Monitor – Responsible for overseeing the DRC's debris recovery activities and issuing load tickets.
 - iv. TDSR Site Monitor – Responsible for recording the volume of debris brought to a TDSR SITE by the DRC.
 - v. Debris Site Security – Provides security at TDSR Sites and Drop-off Sites when sites are not open.
 - vi. Data Entry – Track, verify and enter load tickets.
5. The Contractor's field personnel shall be identifiable with safety vests and vehicle placards.

Price Sheet

Table D. Debris Monitoring Contractor Personnel Rates

<u>PERSONNEL CLASSIFICATION</u>	<u># Available</u>	Regular Hourly Rate
Project Manager		
Field Supervisor		
Field Monitor		
TSDR Site Monitor		
Debris Site Security		
Data Entry		

APPENDIX VIII

Water Extraction and Remediation of Water Damage and Mold Impact

A. Purpose

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

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

The intention of this ITN is to select a Contractor who is capable of performing the work required at any specific site at such times as the University determines. Work at multiple sites may or may not be performed concurrently. As such, the University also reserves the right to assign quantities and types of work to Contractor based on past performance criteria under this contract, including but not limited to cooperation with the University, project facility, community representatives, and timely, satisfactory completion of work items. The University reserves the right to increase or decrease the quantity of any item listed on the **Water Mitigation Pricing Sheets (Tables E and F)**.

Contractor will be obligated to perform the work of any one, any combination, or all of the items stated on the ITN Price form with compensation based on quantities agreed upon by University and Contractor prior to commencing work.

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

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

B. Technical Specifications / Scope of Services

1. General

The University is seeking a qualified Contractor capable of performing the work outlined herein per the Unit Prices bid on the Water Mitigation Pricing Sheets and the following specifications, procedures and protocols to complete Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact jobs in various University facilities. To be considered for award all ITN items on the Water Mitigation Pricing Sheets must be completed. University facilities include those that have received damage from manmade and natural events. This work may be authorized on an emergency basis and as such the Contractor shall be available to work twenty-four (24) hours a day seven (7) days a week. The awarded Contractor shall be required to submit a written proposal for each job when assigned by the University. The proposal shall be based on unit item pricing, quantity, labor classification and hours per labor classification, materials and equipment rental. Lump sum estimates for work will not be accepted. Proposal shall include an estimated date and time of completion and shall remain firm for ninety (90) days. All job proposal, estimates and proposal preparation shall be provided at no cost to the University.

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

The Contractor will also provide equipment and personnel that will respond to the initial request for service concerning Document and Materials restoration, make recommendations as to the staging of equipment, removal of materials including inventory of damaged materials, freeze drying, packing, cleaning, restoration, shipping, etc. Pricing **Table F** is for specialized equipment such as freezer containers for books, etc.; freeze drying cost per cubic foot of materials. As noted in the pricing sheet below, the University is asking for a cost per cubic foot for general documents such as books, blue prints, etc., and a cost per cubic foot for special documents such as manuscripts, old manuscripts, ancient texts or art work as well as other equipment and personnel that can halt the degradation of the volumes or other kinds of materials such as blueprints, drawings, etc. All tracking, inventory, work orders, etc., will be maintained by a Data Manager for the Contractor in conjunction with the appropriate designated University official. This work is beyond the immediate response work, and requires the selected contractor(s) to be a recognized provider of services familiar with restoration processes, including the equipment and the personnel required to expertly perform the restoration process. Contractor will provide references along with equipment inventory and availability, showing experience with this type of project.

The Contractor will be obligated to perform the work of any one, any combination, or all of the work items stated on the Water Mitigation Pricing Sheets with compensation based on actual quantities of work provided multiplied by the proposed unit price for each work item, labor item or rental item. The University reserves the right to increase or decrease the quantity of any item listed on the Unit Pricing form. The intention of this contract is to select a Contractor who is capable of performing all of the work required at any specific site at such times as the University determines.

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

C. Codes and Permits

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

D. Services

1. Services to be performed under this ITN are listed in the unit price description in **Tables E** and **F** and include those services that would normally be required for Water Extraction, Remediation of Water Damage, Document and Materials restoration, and Mold Impact to various University facilities. Unit prices shall be all-inclusive for the work and shall include all labor, materials, equipment and incidentals to perform the work. Unit prices shall include all disposal fees.
2. Unit prices shall apply to regular working hours 7:00 am to 5:00 pm Monday through Friday and overtime after hours, weekends and holidays unless stated otherwise in the unit price description **Tables E** and **F**.
3. Compensation shall be based on actual hours and quantities of work performed.
4. HVAC System work is based on all labor, materials, equipment and incidentals to clean and sanitize the Registers, Duct Work, Coils and Blowers.
5. Services shall be available twenty-four (24) hours a day, seven (7) days a week. All hourly labor costs shall be pro-rated into quarter hours. Only time on job-site shall be invoiced. Travel time will be at the Contractor's expense.
6. If work is of a nature that it is not covered under the unit price then a proposal using the contract labor cost, material cost and equipment rental cost will be developed.
7. If work requires engineered documents, then the University will reimburse at cost. Contractor shall supply the University with all original engineered documents.

E. Execution of Work

1. Any omission of a detailed description concerning any item in these specifications shall be regarded as meaning that only the best commercial practices are to be used (i.e. consensus standards, trade association standards, etc.).
2. University Contract Administrator or designee and Contractor will visit each site and develop a Work Scope for that site. Actual quantities and type of work will be verified and agreed upon by both parties.
3. Using the scope of work, the Contractor will provide the University a proposal to perform the work utilizing the contracted Unit Prices, labor hourly rates and material/rental equipment rates based quantities agree to on field visits. The Contractor will also provide on the proposal a schedule for performing the work. The

University Contract Administrator or designee will authorize the Contractor to perform the work based on the cost and schedule in the proposal. Such authorization may include work in multiple facilities.

4. Contractor will provide the proposal broken down into work items and quantities for each work item. University will approve partial payment for completion of a work item at a site, but not for partial completion of a work item.
5. All services shall be performed during regular working hours, Monday through Friday, except for Holidays, unless requested and scheduled by the Contract Administrator or designee. Work may continue past a normal eight-hour work, shift if prior University approval has been obtained. University will provide access to work site during appropriate business hours.
6. The building premises may need to be occupied for conduct of normal operations during the entire work period. Contractor shall cooperate with the Contract Administrator or designee in scheduling work to minimize conflict and to facilitate building usage.
7. No office/space shall be rendered inoperable without the specific prior authorization of the University Contract Administrator on the day on which the Contractor desires access to the site.
8. Contractor shall always have alternate plans for any given day's work such that if the site is unavailable, Contractor personnel can perform other work for the day.
9. Contractor shall take these operational needs into account when determining the contract price. The University will not pay for delays caused by the need to maintain proper operation of the facilities.
10. Upon completion of the work, the contractor shall remove all tools, equipment, and all rubbish and debris from the premises and shall leave the premises clean and neat to the satisfaction of the University. Contractors will work with each University recycling program to recycle construction and demolition debris according to individual University guidelines. This must be done as each work operation is completed in a given area and at the time of total job completion prior to final system acceptance.
11. All drawings shall become the property of the University and shall be submitted to the University Contract Administrator or designee at the conclusion of work at a site.

12. The mobilization charge may only be charged once per service call, even if the Contractor must leave the job site and return another time to complete the job.
13. Contractor's performance and timely response to service calls shall be carefully monitored by the Contract Administrator or Designee. Failure to adhere to the required on site response time three (3) times, regardless of University location, shall be sufficient reason to cancel the contract.
14. Contractor shall take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
15. All employees of the Contractor and its sub-contractors shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion and not an employee or agent of the University. The University may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on University property is not in the best interest of the University.
16. Contractor's on site supervisor, at any University facility, must be able to communicate any and all requirements effectively with University personnel.
17. Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work. The contractor shall be responsible for any damage to the facility or any equipment inside as a result of work pursuant to this contract. Any such damage will be repaired by the Contractor at their expense and to the satisfaction of the University.
18. Contractor shall be responsible for maintaining a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense. Contractor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at Contractor's expense. Whenever disposing of hazardous material, the Contractor shall contact the University's Environmental Health & Safety department for proper disposal instructions. The requirement shall be solely the Contractor's responsibility. Contractor shall keep the University Contract Administrator informed.
19. Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or

required for completion of the services. Personnel skilled in their respective disciplines of work shall execute all work.

F. Qualifications/Requirements for Mold Remediation

1. Contractor and Contractor's project supervisor shall possess the appropriate mold remediation contractor's license, the required skills as described below, and have at least 5 years of field experience with a minimum of ten (10) projects of similar scope of services and possess at least one of the following certifications from the American Indoor Air Quality Council (AIAQC):
 - a. CMRS Council-certified Microbial Remediation Supervisor
 - b. CMC Council-certified Microbial Consultant
 - c. CIE Council-certified Indoor Environmentalist
 - d. CIEC Council-certified Indoor Environmental Consultant
2. Supervisor's staff must have at least 2 years of field experience with a minimum of five (5) projects of similar scope of services or possess at least one of the following number of job certifications from the American Indoor Air Quality Council (AIAQC) or Institute of Inspection, Cleaning and Restoration Certification (IICRC):
 - a. AIAQC CMR Council-certified Microbial Remediator
 - b. AIAQC CIE Council-certified Indoor Environmentalist
 - c. AIAQC CMI Council-certified Microbial Investigator
 - d. IICRC AMRT Applied Microbial Remediation Technician
 - e. IICRC WRT Water Damage Restoration Technician
3. As per Section 3.2 of the ITN, the contractor shall provide a list of employees that will perform work on University property. This will include supervisory or staff status, number of years' experience and certifications possessed by each. Proof of certifications shall be provided with the list. List of employees and proof of certifications must be provided prior to award. Contractor's employees will wear company uniforms and possess picture IDs at all times while working on University property.
4. Supervisor Required Skills:
 - a. Understand the basic principles of microbial remediation.
 - b. Maintain familiarity with the equipment and supplies necessary to conduct a microbial remediation project and with the methods for calibration and operation of such equipment.
 - c. Appreciate the safety hazards presented by microbial remediation projects, and follow the procedures and protocols necessary to protect building occupants and remediation workers from such hazards:
 - i. Follow safety regulations concerning mold remediation.

- ii. Employ safe work practices
 - iii. Use Personal Protective Equipment (PPE) appropriately.
- d. Recognize the legal and liability issues surrounding microbial remediation.
- e. Properly address water damage in the indoor environment:
 - i. Assist University personnel in stopping water incursion upon request by the University.
 - ii. Follow effective loss mitigation procedures after a water incursion.
 - iii. Follow completion procedures designed to return the property to a pre-loss condition.
- f. Conduct microbial remediation projects according to appropriate specifications:
 - i. Define the scope of work for a remediation project according to relevant guidelines.
 - ii. Maintain thorough project documentation throughout the remediation process.
- g. Perform structural remediation:
 - i. Design and construct appropriate containment areas and other engineering controls to prevent cross contamination and to protect worker safety and health.
 - ii. Remove and dispose of damaged building materials when appropriate.
 - iii. Employ effective cleaning methods when appropriate.
- h. Perform HVAC remediation:
 - i. Apply relevant guidelines to assess the status of the HVAC system.
 - ii. Evaluate the mechanical condition and adequacy of the HVAC system and recommend necessary adjustments.
 - iii. Employ effective cleaning methods when appropriate.
- i. Perform contents remediation:
 - i. Remove, dispose, or remediate damaged building contents in coordination with University officials.
 - ii. Employ effective cleaning, remediation, and restoration methods in coordination with University officials. A proven track record of the contractor's ability to handle damaged materials and restore them will also be required.
- j. Prepare for post-remediation verification:
 - i. Conduct appropriate monitoring activities to verify remediation effectiveness.
 - ii. Apply internal quality control procedures to determine when remediation has been complete.
 - iii. Complete appropriate project documentation.

G. Qualifications/Requirements for HVAC System Cleaning

1. Hold a valid Certificate of Competency for unlimited air conditioning work and/or a State of Florida Air Conditioning Contractors License.

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

H. Response Time

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

I. Equipment and Materials

1. Contractor will stock on the services truck all equipment and materials necessary to start services at the time of first response.

2. Material to be used, such as plastic sheeting, plastic bags, filters and chemicals shall be listed separately and invoices provided.
3. Rental of Equipment shall be listed and number of actual days of use.

J. Quality Control

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

9. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
10. Clean filters of operating equipment.
11. Clean or restore worksites to original condition.
12. Remove waste, surplus materials, trash/rubbish and construction facilities from the site; dispose of in legal manner; do not burn or bury, all construction and demolition debris will be recycled.

K. Closeout Procedures

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

Table E. Water Mitigation Pricing Sheet

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

<u>DEHUMIDIFICATION EQUIPMENT</u>	<u># Units</u>	<u>Daily Rate per Unit</u>
Dehumidification Unit - D 1200		
Dehumidification Unit - LGR 2000		
Dehumidification Unit - 300 cfm		
<u>DESICCANT DRYING</u>		
Dehumidification Unit - 500/600 cfm		
Dehumidification Unit - 2000/2250 cfm		
Dehumidification Unit - 3500 cfm		
Dehumidification Unit - 4500/5000 cfm		
Dehumidification Unit - 9000/10000 cfm		
Dehumidification Unit, gas fired - 2000/2250 cfm		
Dehumidification Unit, gas fired - 4500/5000 cfm		
Dehumidification Unit, gas fired - 9000/10000 cfm		
<u>EQUIPMENT DESCRIPTION</u>		
DX Unit - 20/25 ton		
DX Unit - 60 ton		
Air compressor, electric		
Air compressor, tow behind		

Air compressor, gas		
Air movers (Blowers)		
Pump, Sump		
Washer, high pressure (cold)		
Drying unit (blower)		
Large Air Scrubber		
Small Air Scrubber		
Wall Injection System		
Large Negative Air Machine		
Large Extraction Unit		
Small Extraction Unit		
Truck Mount Carpet Extractor		
Portable Generators, trailer mounted, 28KW (+/-)		

<u>Operations</u>	<u>Cost</u>
Water Extraction	/ Square Foot
Fogging of Mildicide	/ Square Foot
Containment Setup/Breakdown < 1,000 ft ²	/ Square Foot
Containment Setup/Breakdown > 1,000 ft ²	/ Square Foot
Materials removal (damaged, waste, etc.)	/ Square Foot
Vinyl/Carpet Base removal	/Linear Foot

Wood Base removal	/Linear Foot
<u>Material Markup Rate</u>	<u>%</u>
Documented Material Cost + Markup Rate %	

Table F. PRICING TABLE for SPECIALIZED RESTORATION SERVICES and EQUIPMENT

Universities are unique settings with many areas that may require specialized equipment beyond the routine in order to halt destruction to areas such as libraries and research spaces. Contractor(s) may be selected specifically for the recovery of documents, including records, library books, archived documents, art work, etc., and must have access to restoration facilities. The selected vendor must be able to respond immediately to any event or manmade at any University campus location. Contractor must fill in each field, using “N/A” where appropriate.

Restoration Operations	<u># Units</u>	<u>Rate per Day</u>	<u>Rate per Week</u>
Trailer/Portable Freezer			
Refrigeration Truck			
Pack-out containers, various sizes			
Moisture Extraction Vacuum Freeze Drying Container			
Restoration Specialist for Removal of Damaged Materials		Cost/hour	
Fuel, moving damaged materials to/from Restoration Facility		Cost/mile	
SUBTOTAL – Restoration Equipment			
		<u>Rate per FT³</u>	
Cost per cubic foot for freeze drying documents, general			
Cost per cubic foot for freeze drying documents, special			

Requirements: **Specialized Restoration Services and Equipment** are geared towards the restoration of documents such as library books, manuscripts, blue prints, etc., and it is critical that interested Contractors have the ability to handle this process from beginning to final restoration and delivery of materials to allow the University to resume normal operations. Each bidder will answer the following questions by circling Yes or No for each question. This information will be used in consideration of awarding a contract for Specialized Restoration services.

1. Contractor has restoration facilities? Yes No
2. Contractor's restoration facility has vacuum freeze drying containers? Yes No
3. Contractor has freezer containers for transporting of damage materials? Yes No
4. Contractor has refrigeration trucks to provide cold storage of damaged materials? Yes No
5. Contractor has skilled restoration specialists available on staff to perform restoration work on varied types of documents? Yes No
6. Member of the Association of Specialists in Cleaning and Restoration? Yes No
7. Certification from the Institute of Inspection, Cleaning and Restoration? Yes No

APPENDIX IX

DISASTER LOGISTICS

SCOPE OF SERVICES

The successful Contractor(s) shall be able to respond immediately to provide logistical support to SUS Institutions in the event of a natural or manmade disaster. To the extent possible, the successful Contractor(s) shall preposition essential materials and equipment. Natural disasters, especially hurricanes, have the potential to impact more than one area of the State, so more than one SUS Institution may be affected by a single event. The successful Contractor(s) must monitor tropical systems and be prepared to respond to affected areas immediately. The successful Contractor(s) shall have the necessary resources available to respond immediately in the event of no-notice/short-notice manmade or naturally caused events such as explosions, structural failures, wildfires, earthquakes, etc.

Contractor(s) must be thoroughly familiar with FEMA and State of Florida Public Assistance Program requirements and must work in unison with University Officials and any Disaster Management Consultant(s) employed by the University. Only equipment and services specifically requested in writing and approved by the University or its designee will be eligible for payment. Compensation shall be based on actual units of equipment or services used as specified in the Disaster Logistics Price Sheet. All pricing is to include delivery, labor, set-up, and operator training where necessary.

With respect to food service, SUS Institutions may have contractual obligations with other vendors who may have first right of refusal for any contemplated food service. An SUS Institution's contracted food service vendor may rely on this contract to fulfill its obligations to the Institution, or the Institution may rely on this contract in the event its contracted food service vendor cannot or does not wish to perform emergency food service operations.

The items and services listed in the Disaster Logistics Price Sheet (**Table G**) must be readily available for deployment to any SUS location by the Contractor(s). The Disaster Logistics Price Sheet is not intended to represent every item or service required but should serve to identify those types of items and services not specifically called out elsewhere in this ITN. In the event items and/or services not shown on the Disaster Logistics Price Sheet are needed by the University, Contractor(s) shall obtain and provide competitive bids/quotations to the University for those items and/or services. Contractor(s) may be instructed to forego obtaining bids/quotations if, in the University's estimation, such process would delay response to inherently dangerous conditions that could cause harm to people, property, or the environment (i.e. Emergency Procurement Procedures).

Table G. Disaster Logistics Price Sheet

Category/Item or Service	Unit	Price
Food, Water, and Ice		
Shelf-stable, pre-packaged meals	each	
Mobile Kitchen & Staff 100-500 meals per day	each meal/day	
Mobile Kitchen & Staff 501-1000 meals per day	each meal/day	
Drinking Water 24 x 16 oz. plastic bottle	each	
Drinking Water 1 x 5 gallon dispenser bottle	each	
Ice (10 lb bag)	each	
Ice (20 lb bag)	each	
Refrigerated Storage Box Truck	each/day	
Lodging, Shelter, Office/Classroom Space (* enclosed spaces must be air conditioned)		
Mobile Office Unit, 8'X40' w/stairs Single Wide*	each/day	
Mobile Office Unit, 16'X40' with stairs - Double Wide*	each/day	
Mobile Classroom Unit, 16'X40' with stairs - Double Wide*	each/day	
Tent, 20' X 20' w/ side curtains and floor*	each/day	
Tent, 40' X 40' w/ side curtains and floor*	each/day	
Tents - 60' x 100' x 7'; Seats 500*	each/day	
Tents - 30' x 90' x 7' ; Sleeps 125*	each/day	
Tents - 30' x 60' x 7' ; Sleeps 100*	each/day	
Tent, 10' X 10' Pop-Up	each/day	
Tent, 10' X 15' Pop-Up	each/day	
20 x 40 open air tent	each/day	
40 x 100 open air tent	each/day	
Sanitation (includes supplies, potable water & waste water collection)		
Portable bathroom (1 person)	each/day	
Portable bathroom (1 person, ADA)	each/day	
Comfort Station - 8+ stalls	each/day	
Portable bathroom trailer - 8+ stalls	each/day	
Portable shower trailer - 8+ stalls	each/day	
Portable laundry trailer – min 4w/4d	each/day	
Fuel Services		
Gasoline	gallon	
Diesel Fuel	gallon	
Off-Road Diesel	gallon	
Fuel Oil	gallon	
Propane	pound	
Natural Gas	cubic foot	
Gasoline tank/dispenser 500 gal	each/day	

Diesel tank/dispenser 500 gal	each/day	
Gasoline tank/dispenser 1000 gal	each/day	
Diesel tank/dispenser 1000 gal	each/day	
Fuel Truck 1000 gal+	each/day	
Fuel Barge	each/day	
Power and Lighting		
Portable generator (3500 watt)	each/day	
Portable generator (7500 watt)	each/day	
Trailer mounted generator (28 KW, 60Hz)	each/day	
Trailer mounted generator (100 KW, 60Hz)	each/day	
Trailer mounted generator (500 KW, 60Hz)	each/day	
Trailer mounted generator (1000 KW, 60Hz)	each/day	
Temporary Light String (50 ft)	each/day	
Temporary Light String (100 ft)	each/day	
Portable Light Stand (1 KW)	each/day	
Portable Light Cart (2 KW)	each/day	
Towable Diesel Light Tower (4+ KW)	each/day	
80' Boom Lighting Truck	each/day	
300 kVA Transformer	each/day	
750 kVA Transformer	each/day	
2000 kVA Transformer	each/day	
800 Amp Line Panel	each/day	
Power Cords - High Voltage, Bulk	ft/day	
Power Distribution Box (Spider Boxes)	each/day	
Power Cords, 12/3, 100' Extension	each/day	
Temporary HVAC Equipment (for existing buildings & structures only)		
5 - 20 Ton Air Conditioner Unit		
30 - 50 Ton Air Conditioner Unit		
60 - 80 Ton Air Conditioner Unit		
40 - 60 Ton Air Cooled Chiller Units		
75 - 125 Ton Air Cooled Chiller Units		
150 - 200 Ton Air Cooled Chiller Units		
50 Ton Air Handler		
100 Ton Air Handler		
120 Ton Air Handler		
20 kW Heater Unit		
40 kW Heater Unit		
100 kW Heater Unit		
150 kW Heater Unit		
Communications		
Satellite Phone	each/day	
Satellite Phone Air Time	minute	
Satellite Uplink Truck	each/day	

Uplink Data Rate	Gigabyte	
Portable FM Radios (3 mile range)	each/day	
Temporary Repeater	each/day	
Computer; Laptop or Table Top (per unit)	each/day	
Transportation		
School Bus & Driver	each/day	
Coach Bus/Tour Bus & Driver	each/day	
26' Straight Truck w/lift gate and driver	each/day	
Fuel surcharge (if not fueled on site)	mile	
Heavy Equipment (includes operators)		
5000 Lb. Forklift	each/day	
6000 Lb. Forklift	each/day	
8000 Lb. Forklift	each/day	
9,000 - 10,000 Lb. Forklift	each/day	
25,000-35,000 Lb. Forklift	each/day	
Small loader/backhoe (i.e. Bobcat)	each/day	
Medium loader/backhoe	each/day	
Large loader/backhoe	each/day	
Small bulldozer	each/day	
Medium bulldozer	each/day	
Large bulldozer	each/day	
Roll-Back (Self loading / Unloading) Unit	each/day	
Dump Truck, HD 26,000 # GVW	each/day	
Road Grader	each/day	
Cranes, Mobile - 50 Ton	each/day	
Cranes, Mobile - 100 Ton	each/day	
Cranes, Truck-mounted telescopic - 35 Ton	each/day	
Cranes, Truck-mounted telescopic - 45 Ton	each/day	
Pumps		
4" x 4" Diesel Pump	each/day	
6" x 6" Diesel Pump		
8" x 8" Diesel Pump	each/day	
4" Suction / Discharge Hose 50' Section	each/day	
6" Suction / Discharge Hose 50' Section	each/day	
8" Suction / Discharge Hose 50' Section	each/day	
4 Inch Submersible Hydraulic Pump	each/day	
6 Inch Submersible Hydraulic Pump	each/day	
8 inch Submersible Hydraulic Pump	each/day	
4" Strainers/T-Joints/Elbows	each/day	
6" Strainers/T-Joints/Elbows	each/day	
8" Strainers/T-Joints/Elbows	each/day	
Support Equipment		
Compressor, Air, trailer mounted, 250 CFM - 100 PSI	each/day	
Welder, Trailer Mounted, 400 Amp	each/day	
4000 PSI Pressure Washer	each/day	
20,000 PSI Pressure Washer	each/day	

Chain Saw	each/day	
Dump Truck with Sandbagging Unit Attachment / With Operator	each/day	
Powered sandbagging machine	each/day	
Sandbags (No Sand)	each/day	
Variable Message Boards, trailered, solar powered	each/day	
Orbitrax Satellite Tracking Unit	each/day	
Traffic Barricades, folding	each/day	
Traffic Cones	each/day	
Traffic Barriers, 8'	each/day	
Traffic Barricades, Barrel	each/day	
Barricades, Jersey - Composite	each/day	
Barricades, Jersey - Concrete	each/day	
Traffic Lights, Portable	each 4-way intersection/day	
Chocks, Wheel	pair/day	
Fence, Temporary orange construction	linear ft/day	
Fence, Temporary, Chain link w/posts and gates	linear ft/day	
Gates, Temporary, Security	each/day	
Digital Aerial Photography (University retains digital images and all rights to photographs)		
Photographs - single flight, within 50 mile radius of original location	each	
Photographs - single flight, outside 50 mile radius of original location	each	
Miscellaneous		
Chairs, folding	each/day	
6' Table, folding	each/day	
8' Table, folding	each/day	
Cots	each/day	
24" portable fans on stands	each/day	
48" 2-speed warehouse fan	each/day	
52" 2-speed warehouse fan	each/day	
Portable Storage Containers - 8' X 40' (CONEX/MILVAN)	each/day	
Portable Storage Containers - 8' X 20' (CONEX/MILVAN)	each/day	
Mobile Command Trailer w/tow vehicle	each/day	
Mobile Command Post	each/day	
Water trailer, 6000 Gal (potable - food grade)	each/day	
Water trailer, 6000 Gal (Construction Ground Sprayer)	each/day	



ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 1228LCSA OPENING DATE & TIME: July 10, 2013 @ 2:00pm

ITN TITLE: SUS DISASTER RECOVERY OPERATIONS

ADDENDUM NUMBER: 1 ADDENDUM DATE: 6/21/13

Purpose of the addendum is to provide answers to questions asked during the open question period (BELOW).

Some of the answers refer back to pages in the ITN doc. For reference, interested parties can obtain a copy of the bid document at the following web address, if you haven't already.
<http://www.purchasing.ucf.edu/bids/index.asp>

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR BID. FAILURE TO SIGN AND RETURN WITH YOUR BID COULD RESULT IN REJECTION OF YOUR BID.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Answers to Questions (ITN 1228LCSA SUS Disaster Recovery Operations)

1) **Vendor Question:** Item 4 on Table A indicates that the financial status of the proposer is based on submission of a Dunn & Bradstreet Supplier Qualifier Report. If a Dunn & Bradstreet Supplier Qualifier Report is not available for consulting firms proposing on Disaster Management Consultant Services (Appendix V), what alternative information would be acceptable to demonstrate the financial status of the proposer?

Answer: Proposers should submit financial statements covering the last three calendar years.

2) **Vendor Question:** Can additional employee classifications be added to Table B aside from the four that are listed: Principal, Project Supervisor, Project Coordinator, and Administrative Support/Data Entry?

Answer: Yes. As long as any additional employee classifications are provided separately from Table B.

3) **Vendor Question:** Section 2.6 states that the offer must be submitted in "two hard copies and five (8) electronic versions on either discs or thumb drives". Please confirm whether 5 or 8 electronic versions should be submitted.

Answer: We will require ten (10) in total; Two (2) hard copies and eight (8) individual electronic copies.

4) **Vendor Question:** Section 2.6 Offer/Proposal Opening Date: In the third paragraph the directions read as follows; "The offer must be submitted in Ten (10) copies; two hard copies and five (8) electronic versions on either discs or thumb drives." How many copies of the response will need to be submitted?

Answer: See # 3.

5) **Vendor Question:** Section 2.8 Evaluation Criteria and Selection Process: How will the criteria that do not apply to a particular scope of service in the response be accounted for in the scoring/evaluation? Item 7 does not directly apply to all scopes of service although total points must still equal 100 to evaluate fairly.

Answer: Scopes where 7 (and 8) do not apply will be graded only on the total points that do apply.

6) **Vendor Question:** On page 9 of the ITN, Section 2.3, Tab B states "The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected." Section 2.49 also states "Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN". However, Table A – Evaluation of Responses states that Bidders will receive 5 points for the "Acceptance of all terms and conditions without deviation." Can the University please clarify if Bidders are allowed to submit exceptions and not receive 5 points when being evaluated? Or if Bidders submits exceptions, will the Bidders' response be declared non-responsive?

Answer: Please refer to Appendix II “Supplemental Offer Sheet Terms and Conditions”. The evaluation committee will award Bidders five (5) points for agreeing to all the terms and conditions (negotiable and non-negotiable) listed in Appendix II. Bids indicating an exception to any non-negotiable terms will be declared non-responsive. Proposers can still obtain 5 points if they contend some of the terms and conditions but should make those contentions known during the questions and answer period. Stating disagreements prior to the expiration of the Q&A is deemed as conforming to the ITN.

7) **Vendor Question:** On page 10 of the ITN, Section 2.6 states that “The offer must be submitted in Ten (10) copies; two hard copies and five (8) electronic versions on either discs or thumb drives.” Can you please verify if the University would like 5 or 8 electronic versions?

Answer: See # 3.

8) **Vendor Question:** On pages 11 and 12 of the ITN, Section 2.8 Section C provides the evaluation criteria. Do numbers 7 and 8 of the evaluation criteria apply only to the scope of work for debris removal? If yes, does this change the number of points for each scoring criteria for the scope of works for debris monitoring and disaster management consultant services?

Answer: See # 5.

9) **Vendor Question:** Is the firm allowed to propose additional positions and rates for each scope of work?

Answer: See # 2.

10) **Vendor Question:** On page 21 of the ITN, Section 2.35, Tabs C,D,E require the Bidder to complete a Certification of Non-Segregated Facilities form based on the anticipated task orders. This ITN is for a pre-positioned contract on an “as needed” basis and therefore Bidders cannot determine the anticipated tasks orders until contract activation. Can the University please advise if this form is required before contract activation?

Answer: The form is not required prior to contract activation.

11) **Vendor Question:** On page 22 of the ITN, Section 2.41 says “Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.” On page 27 of the ITN, Section 4.0 Tab E says “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 into the proposed cost of the activity being performed.” Is the Bidder allowed to bill for expenses? Or should the rates that we propose be fully burdened?

Answer: The rates should be fully burdened.

12) **Vendor Question:** We are requesting that all indemnification clauses be limited only to acts and/or omissions caused by Contractor's negligent performance. Please advise if this request is acceptable.

Answer: No. Section 2.20 "Limitation of Remedies, Indemnification, and Insurance is a non-negotiable clause. Please see # 6.

13) **Vendor Question:** Can the University provide a sample standard professional services agreement for review?

Answer: You can find a sample of UCF's Standard Agreement via the link below under "Tools". Other SUS agreements may be similar. <http://www.purchasing.ucf.edu/>

14) **Vendor Question:** FINANCIAL STATUS OF PROPOSER The Evaluation Scoring Sheet designates that 10 points will be assigned on the Financial Status of the proposer based on submission of Dunn and Bradstreet Supplier Qualifier Reports. Can a letter of financial soundness and creditability from a Bank be submitted in lieu of the D&B reports without sacrificing points?

Answer: See #1.

15) **Vendor Question:** Can we have a copy of the previous contract?

Answer: This ITN is the first of its kind for the State University System (SUS). There are no previous contracts available.

16) **Vendor Question:** Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:

- Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?

Answer: Proposals will be matched against the evaluation criteria in section 2.8 and the explanations in section 3.2. Proposals will receive points in accordance with how well they answer those criteria.

- Will some of the line item prices offered be excluded from the pricing evaluation? If so, which line items will be included and which will be excluded?

Answer: No.

- Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?

Answer: No.

- Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weight the importance of each line item?

Answer: See the answer to bullet point one (1) above.

17) **Vendor Question:** If a contractor only wants to bid on debris removal must they also bid on the debris monitoring, consultant services, disaster logistics and water mitigation line items?

Answer: No. Proposers do not have to submit a proposal for all items. However, the same vendor cannot win both the debris monitoring and debris removal.