



Request for Proposals #17-20C Disaster Recovery and Remediation Services / Debris Monitoring

Santa Fe College on behalf of the Florida College System Risk Management Consortium invites you to submit a proposal for **Disaster Recovery and Remediation Services** and/or **Debris Removal Monitoring** according to the terms and conditions described herein. Thank you for your interest in Santa Fe College and the Florida College System Risk Management Consortium.

RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

INFORMATION SHEET

Posting Date: June 24, 2020

Santa Fe College Purchasing Department Contact	David Shlafer , Director of Purchasing & Auxiliary Services
Changes/Inquiry Deadline (see Section 1.5) <i>NOTE: Unless specified otherwise in a College-issued addendum to this solicitation, requested changes to any conditions or specifications must be sent by the date in this section or they will not be considered.</i>	Tuesday, July 7, 2020 by 5:00 pm EST
Date Addendum #1 to be Posted (see Section 1.6)	Thursday, July 9, 2020 (by end of day) at the SF Purchasing bids webpage
Date/Time of Pre-Proposal Conference (see Section 1.7)	NONE
Date and Time Proposal is Due (see Section 1.8)	Wednesday, July 22, 2020 by 3:00 p.m.
Date, Time, and Location of Public Opening (see section 1.8)	Wednesday, July 22, 2020 at 3:00 p.m. Robertson Administration Building, Purchasing Lobby. Anyone attending MUST wear a mask if an onsite opening takes place. If the College is closed to the public, then there will not be a public opening, but vendors may request a list of proposers after the opening. (Addendum #1 will provide more information.)
Date, Time, and Location of Scoring Meeting (see Section 1.9)	Friday, July 31; 10:00 a.m. Details to be posted in Addendum #1. Meeting will most-likely be virtual. (Proposers not required to attend.)
Date of Presentations (see section 1.10)	None
Date of Recommended Award Posting	Monday, August 3, 2020
Board of Trustees Meeting	Tuesday, September 16, 2020 (Proposers not required to attend.)

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

Solicitation Acknowledgement (REQUIRED)

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

Solicitation RFP 17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

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

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

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

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

Bidder/Proposer Business Name

Business Address

Printed Name & Title of Authorized Signatory

Signature of Authorized Signatory (Please Sign & Date)

INTRODUCTION

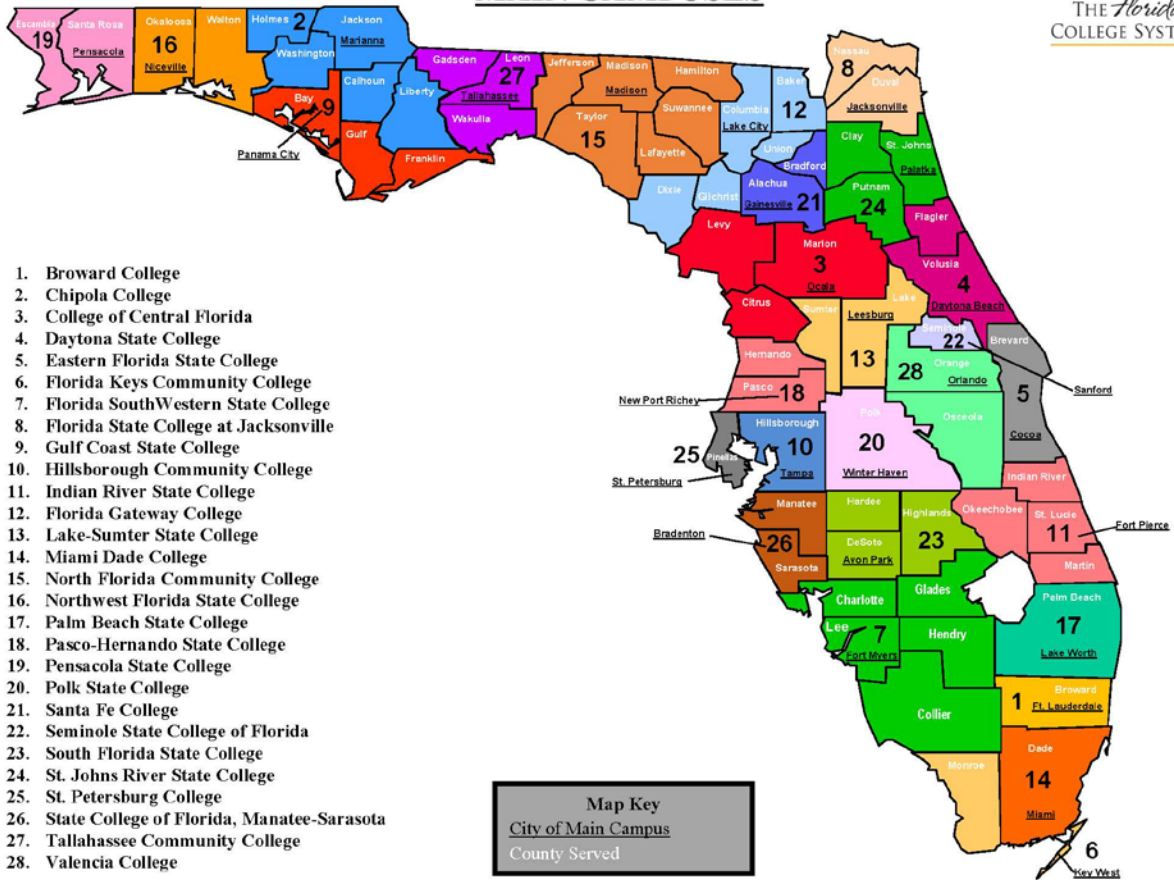
The Board of Santa Fe College (SF) on behalf of the Florida College System Risk Management Consortium (Consortium) is accepting sealed proposals to provide **Disaster Recovery and Remediation Services and Debris Monitoring Services**. The intent of this RFP is to establish both indefinite quantity Disaster Recovery and Remediation Services contract(s) AND indefinite quantity Debris Monitoring Services (monitor debris removal operations and document eligible debris quantities as required by the processes and procedures herein) contract(s) in accordance with FEMA requirements for use by the Consortium Member Colleges on an 'as needed' basis resulting from catastrophic events and declared emergencies and disasters such as tornadoes and hurricanes.

Proposers may submit proposals for either Disaster Recovery and Remediation Services OR Debris Monitoring Services OR both. Each category will be scored separately. No preference will be given to vendors that can perform only one of the two requested services or those that can perform both services.

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

Each College System institution that chooses to participate in the award(s) will execute its own contract(s) with the awarded vendor(s) based on this solicitation. Santa Fe College may participate in the award.

THE FLORIDA COLLEGE SYSTEM MAIN CAMPUSES



1. Broward College
2. Chipola College
3. College of Central Florida
4. Daytona State College
5. Eastern Florida State College
6. Florida Keys Community College
7. Florida SouthWestern State College
8. Florida State College at Jacksonville
9. Gulf Coast State College
10. Hillsborough Community College
11. Indian River State College
12. Florida Gateway College
13. Lake-Sumter State College
14. Miami Dade College
15. North Florida Community College
16. Northwest Florida State College
17. Palm Beach State College
18. Pasco-Hernando State College
19. Pensacola State College
20. Polk State College
21. Santa Fe College
22. Seminole State College of Florida
23. South Florida State College
24. St. Johns River State College
25. St. Petersburg College
26. State College of Florida, Manatee-Sarasota
27. Tallahassee Community College
28. Valencia College

Consortium Member Colleges

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

Santa Fe College on behalf of the Florida College System Risk Management Consortium
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Palm Beach State College	4200 Congress Avenue, Lake Worth, FL 33461	377	184
Pasco Hernando State College	10230 Ridge Road, New Port Richey, FL 34654	600	96
Pensacola State College	1000 College Boulevard, Pensacola, FL 32504	663	63
Polk State College	999 Avenue H, NE, Winter Haven, FL 33881	269	35
Saint Johns River State College	5001 St. Johns Avenue, Palatka, FL 32177	353	43
Saint Petersburg College	14025 58 th St. North, Clearwater, FL 33760	4XX	159
Santa Fe College	3000 NW 83 rd Street, Gainesville, FL 32606	277	63
Seminole State College	100 Weldon Boulevard, Sanford, FL 32773	751	61
South Florida State College	600 West College Drive, Avon Park, FL 33825	307	87
State College of Florida Manatee-Sarasota	5840 26 th Street, West Bradenton, FL 34207	2XX	60
Tallahassee Community College	444 Appleyard Drive, Tallahassee, FL 32304	1883	86
Valencia College	1768 Park Center Drive, Orlando, FL 32835	653	88

1.0: General Terms and Conditions

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

1.1 DEFINITIONS

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

1.2 SEALED SUBMITTAL DEADLINE

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

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

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

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

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

1.3 EXECUTION OF RESPONSE

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

1.4 COSTS

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

1.5 INQUIRIES & INTERPRETATIONS

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

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

1.6 ADDENDA

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

1.7 PRE-SOLICITATION MEETING(S)

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

1.8 SOLICITATION OPENING/DUE DATE AND TIME

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

1.9 SCORING MEETING

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

1.10 PRESENTATIONS

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

1.11 NEGOTIATIONS

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

1.12 AWARD

In the best interest of the College, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. The College also reserves the right to reject any and all responses, to cancel a solicitation process at any time, or waive any minor irregularity or technicality in responses received. Further, the College reserves the right to secure expert advice in selecting the best response to meet the requirements of the College. (Any such expert advice shall in no way be associated with a business entity submitting a response.) In some cases, an award may be based on the top-ranked bidder/proposer and the College being able to agree on final contract terms. If for any reason the top-ranked bidder/proposer and College cannot agree on final contract terms, the College may elect to re-open the solicitation, cancel the solicitation, or award to the second highest-ranked bidder/proposer, and so on.

1.13 POSTING AND TABULATION

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

1.14 PROTEST

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

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

1.15 INSURANCE

Insurance Requirements will be provided in the specifications when necessary. If insurance is required, the Contractor must provide proof of this insurance prior to any delivery or work being performed, and provide

evidence that such insurance is in place at all times throughout the agreement. Failure to have required insurance coverage at any time during the agreement shall be grounds for default. The College may, at its option, immediately suspend the agreement until the required insurance coverage has been restored, or immediately terminate the agreement for default. Any amount due from the College under the agreement on an ongoing basis shall be reduced at a pro-rated rate for any suspended time due to inadequate insurance coverage.

1.16 PRICES, TERMS, AND PAYMENT

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

While the intent of the College/Member Colleges may be to be reimbursed through FEMA, Member College's payment to Contractor shall not be conditioned upon payment from FEMA (or any other third party).

1.17 TAXES

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

1.18 MISTAKES

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

1.19 DELIVERY

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

1.20 CONFLICT OF INTEREST

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

The Consortium has negotiated with Disaster Recovery Services, LLC to assist with the creation of the RFP and assistance in evaluating responses. Vendors must disclose any conflict of interest with Disaster Recovery Services, LLC.

1.21 NON-CONFORMANCE TO CONTRACT CONDITIONS

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

1.22 DISPUTES

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

1.23 GOVERNMENTAL RESTRICTIONS

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

1.24 LEGAL REQUIREMENTS

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

1.25 PATENTS AND ROYALTIES

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

1.26 ADVERTISING

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

1.27 ASSIGNMENT

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

1.28 LIABILITY (HOLD HARMLESS AGREEMENT)

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

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

1.29 ANTI-DISCRIMINATION CLAUSE

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

1.30 AMERICANS WITH DISABILITIES ACT

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

1.31 STATE LICENSING REQUIREMENT

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

1.32 PUBLIC ENTITY CRIME INFORMATION

As per Florida Statutes, Section 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.33 DISCRIMINATORY VENDORS LIST

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

1.34 UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS

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

1.35 RECORDS

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

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

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

1.35.3 RETENTION OF RECORDS: The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of any agreement resulting from this solicitation, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Purchasing Director within thirty (30) days of the agreement execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the College's Inspector General and/or legal counsel for review. The Contractor shall cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the College of the location of all records pertaining to the Contract resulting from this solicitation and shall notify the College by e-mail (with proof of receipt by the Director of Purchasing) or certified mail within ten (10) days if/when the records are moved to a new location.

1.36 SEVERABILITY

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

1.37 GOVERNING LAW AND VENUE

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

1.38 TERMINATION FOR CONVENIENCE

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

1.39 AVAILABILITY OF FUNDS

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

1.40 FORCE MAJURE

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

1.41 VERBAL INSTRUCTIONS

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

1.42 INTENTIONALLY DELETED

1.43 COLLEGE RULES

Contractor understands and agrees to follow all current College rules that may apply to any service they perform, including, but not limited to, College Rule 2.8 (Policy Prohibiting Discrimination and Harassment), Rule 2.12 (Prohibition Against Fraudulent or Other Dishonest Acts), and Rule 3.38 (Prohibition of Firearms and Weapons on College Premises). These rules, which may be changed from time to time, can be viewed at the [College Rules website](#). Contractor further understands that Board Rule 2.8 prohibits sexual harassment, including sexual violence, as a violation of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681). Contractor understands that Contractor personnel must report any suspected sexual harassment or violence to the appropriate authorities including the SF College Police Department and the College's Equal Access/Equal Opportunity Coordinator.

Contractor understands that current Florida law provides that any person who knows, or has reasonable cause to suspect, that a child is abused, neglected, or abandoned by a parent, legal custodian, caregiver, or other person responsible for the child's welfare shall immediately report such knowledge or suspicion to the [Department of Children and Families Florida Abuse Hotline](#) at 1-800-962-2873. More information about reporting abuse may be found online at <http://www.dcf.state.fl.us/programs/abuse/index.shtml>. Additionally, Contractor understands that

Florida law requires reporting suspected abuse of a child even when the alleged abuser is not the parent or caregiver of the child.

1.44 CHANGES TO AGREEMENT/CHANGED CONDITIONS

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

1.45 CONFIDENTIALITY & PROPRIETARY INFORMATION

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

1.46 INTENTIONALLY DELETED

1.47 INTENTIONALLY DELETED

1.48 FERPA

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

1.49 INDEPENDENT CONTRACTORS

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

1.50 INTENTIONALLY DELETED

1.51 INTENTIONALLY DELETED

1.52 INTENTIONALLY DELETED

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

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

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

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

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard

to race, color, religion, sex, or national origin.

- (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

- (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Note: The Davis-Bacon and Copeland Anti-Kickback requirements do not currently apply for Public Assistance Grants, such as reimbursements from FEMA for the work specified herein. Therefore, the Contractor is not required to follow these provisions currently. Contractor shall only be required to follow these provisions if the laws/rules change requiring Public Assistance Grants to follow these provisions.

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

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

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

clauses in any lower tier subcontracts.

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

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

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

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

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

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

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

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.9XX) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

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

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

Santa Fe College on behalf of the Florida College System Risk Management Consortium
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

Development Agency of the Department of Commerce.

1.65 ACCESS TO RECORDS

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

1.66 SEAL, LOGO AND FLAGS

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

1.67 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

1.68 NO OBLIGATION BY FEDERAL GOVERNMENT

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

1.69 PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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

1.70 TIME AND MATERIALS

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

1.71 NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

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

1.72 “COST PLUS A PERCENTAGE OF COST” CONTRACTS PROHIBITED

“Cost plus a percentage of cost” or “percentage of construction cost” forms of contract are prohibited under the Federal procurement standards and are ineligible for FEMA reimbursement. 2 CFR § 200.323(d). Any portion that is submitted as a cost + percentage of cost may be scored lower in comparison to those who submit proposals without a cost + percentage of cost.

1.73 BONDING REQUIREMENTS

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. **[Note: For this RFP, no bid bond is required as this is an indefinite quantity solicitation. However, as Section 2.1 indicates bid bonds may be required of subcontractors when you solicit subcontractor services (per FEMA requirements), and performance bonds may be required of your firm or subcontractor firms depending on the scope of each service incident.]**
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

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

- (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation list;

- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

2.0 Proposal Format/Evaluation Criteria

2.1 Proposal Format

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

This RFP is intended as a basis for selection of experienced and qualified **Bidder/Proposer(s)** to provide products and or services falling within the scope of this RFP. In that regard, **Bidder/Proposer** shall be required to submit a response that provides all information requested and conforms to the requirements outlined herein.

Bidder/Proposer shall provide a printed original plus one printed copy of the proposal, each contained in a separate hard sided three-ring binder. The binders shall be labeled “Original” and “Copy”, and shall be organized in tabbed sections as described below. In each tabbed Section, **Bidder/Proposer** shall provide all requested information as applicable to the products and or services being offered, formatted at **Bidder/Proposer’s** discretion unless otherwise indicated. **Bidder/Proposer** shall also provide an “Electronic Copy” of the complete proposal on a thumb drive **in a single PDF file**, as well as the pricing sheet in a separate file in Excel format, and submitted in either the “Original” or the “Copy” of the proposal. All required forms shall be included in the PDF file and Bidder/Proposer pricing provided in the “Electronic Copy” shall be submitted both as part of the single-file PDF file and in Excel format.

To Summarize for clarity, each vendor shall send two electronic files on the thumb drive:

1. Complete single-file PDF that includes **all** the required tabs of as indicated below (including pricing).
2. An Excel file that only contains the pricing (for Disaster Recovery Only – Debris Monitoring does not require a spreadsheet).

Section 1.73 lists bonding requirements. However, **there are no bonding requirements** to respond to this RFP. The bonding requirements provided are standard FEMA language, which, while they do not apply to the response to this RFP, may be required by Member Colleges that use Contractor’s services (such as a performance bond). In addition, such bonding may be required of any subcontractors designated by Contractor, as per Federal Guidelines, or circumstantial FEMA requirements.

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

Tab 1 – Required SF Forms

- (1) A signed Submission Acknowledgement Form (Page 3).
- (2) Any Addenda that requires a signature
- (3) Section 7.0 – Contact Information
- (4) Appendix A: Drug-Free Workplace Statement (signed)
- (5) Appendix B: FEMA Certifications

Tab 2 – Business Viability, Capability & Organization

- (1) Company’s Official registered name including brief company history, ownership, organization and year established.

- (2) Geographic coverage, including:
 - (a) Corporate office location
 - (b) Total number of employees within the company
 - (c) Map and/or listing of sales and/or service office locations
 - (d) Areas of operations
- (3) Describe and provide proof of your firm's bonding capacity and its ability to supply Performance and Payment bonds if required by **Member Colleges**. The proof must be from a surety insurer authorized to do business in the state of Florida. You must provide any bonding required by the Member College at the time of the work.
- (4) Organizational chart including proposed points of contact and a full-time project manager required to report to the Member College.
- (5) Detailed listing of Bidder/**Proposer** equipment and resources.
- (6) Furnish a "Certificate of Registration" that identifies the States in which the Bidder/Proposer is authorized to conduct business.
- (7) **Bidder/Proposer** must include a MWBE/HUB/SBE summary document explaining how **Bidder/Proposer** plans to foster small business participation in order to assist **Member College** meet affirmative steps for inclusion of these firms when federal dollars are expended. (See Section 1.74) List Bidder/Proposer MWBE/HUB/SBE designation (if any) and/or proposed sub-contractor MWBE/HUB/SBE designation.

Tab 3 – Project Approach – Disaster Recovery and Remediation Services

(If not proposing on Disaster Recovery, you can omit Tab 3 and skip to Tab 3A)

The Bidder/Proposer shall provide a detailed description of the remediation services that your company provides and describe in detail how your company will provide the following:

- (1) Stabilize and dry the air with fresh air to prevent the growth of mold and mildew.
- (2) Take immediate action to remove all traces of standing water.
- (3) Evaluate the feasibility of restoring versus replacement of items.
- (4) Identify and tag all items that will be restored.
- (5) Provide documentation of damaged/lost items.
- (6) Pack, transport, and store salvageable items.
- (7) Provide dry down methods to prevent and /or eliminate excess water.
- (8) Take immediate odor-control steps.
- (9) Clean, Dry, and deodorize all items and surfaces.
- (10) Remove all acidic smoke and soot from all surfaces.
- (11) Complete water and/or fire damage restoration.
- (12) Your ability to respond if multiple Colleges are affected by a large-scale, state-wide event.

Tab 3A – Project Experience & Capacity – Debris Monitoring

(If not Proposing on Debris Monitoring, you can omit this Tab)

Describe, in detail, how the service will be provided based on similar past experience. The Bidder/Proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work. **SF** requests that you describe examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris monitored, service period, number of disposal sites where monitoring occurred, and other relevant explanatory or descriptive information.

State the size of the firm's staff, the location of the office from which this service is to be performed, and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The **Bidder/Proposer** shall include the mobilization response time for the **Consortium Member Colleges**. Include your capacity to respond if multiple Colleges are affected by a large-scale, state-wide event.

Tab 4 –Qualifications of Firm and Key Personnel

The **Bidder/Proposer** shall identify the project manager and each individual who will work as part of this engagement. Include resumes of all involved in the delivery of the offered services. Include any professional designations and affiliations, certifications and licenses, etc.

Tab 5 - References

Provide at least three (3) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work. Include the following:

- (a) Agency name and address
- (b) Contact name
- (c) Title
- (d) Telephone number
- (e) Email address
- (f) Years products and or services were provided
- (g) Type of products and or services provided

Tab 6 – Pricing – Disaster Recovery and Remediation

Provide pricing as outlined in section 5.0. This should be a printout of the excel spreadsheet.

Tab 7 – Pricing – Debris Monitoring

The **Bidder/Proposer** shall provide information relative to providing the services outlined herein using the Fee Schedule form (Section 6.0 Pricing) Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. No "cost plus a percentage of cost" pricing shall be accepted by SF in accordance with federal regulations. **SF** is not responsible for expenses incurred in preparing and

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submitting a proposal.

2.2 Evaluation of Proposals – Disaster Recovery and Remediation

SF Purchasing staff will evaluate all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Bidder/Proposer(s)** best meet the needs of **Consortium Member Colleges**.

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

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

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

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

Evaluation Criteria Table

Criteria Description	Possible Point Award
A. SF FORMS, other required documentation and overall completeness of Proposal: This includes demonstrated ability to meet the small and minority businesses, women’s business enterprises, and labor surplus area firm participation, or a documented “good faith effort”.	Pass/Fail
B. Business Viability, Capability & Organization	20
C. Project Approach	20
D. Qualifications and Experience	20
E. Services and Rates	40
Total:	100

2.3 Evaluation of Proposals – Debris Monitoring

SF Purchasing staff will evaluate all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Bidder/Proposer(s)** best meet the needs of **Consortium Member Colleges**.

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

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

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

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

The ideal proposer will have the capacity to respond to a large-scale statewide event.

Evaluation Criteria Table

Criteria Description	Possible Point Award
A. SF FORMS, other required documentation and overall completeness of Proposal: This includes demonstrated ability to meet the small and minority businesses, women’s business enterprises, and labor surplus area firm participation, or a documented “good faith effort”.	Pass/Fail
B. Business Viability, Capability & Organization	20
C. Capacity to Respond to Major and Catastrophic Disasters	20
D. Qualifications and Experience (including references) This category will also serve as a “catch-all” for any other comparisons between proposals that are not otherwise classified.	20
E. Services and Rates	40
Total:	100

3.0 Scope and Specifications – Disaster Recovery and Remediation

It is the intention of Consortium to establish one or more contract(s) with highly qualified Contractor(s) for **Disaster Recovery and Remediation Services**. Contractor(s) shall, at the request of Consortium or any Consortium member college, provide these services under the terms of this CSP and the Contract set forth in Section **1.0 General Terms and Conditions**. Contractor shall assist the Consortium member college with making a determination of its individual needs

3.1 Term

The term of the agreement for these services shall be for a period of 3 years. Contract start date is expected to be **July 1, 2020**. Upon mutual consent, the term may be renewed for a period of **2 years**. (Agreement with each member college may have the start date vary.)

3.2 Scope

The Contractor(s) awarded a contract shall provide comprehensive strategies designed to reduce the overall risk and vulnerabilities in the wake of a disaster. The following categories of services and associated equipment are anticipated. This listing of services is not meant to be exhaustive.

- Fire, Smoke, Soot and Water damage Restoration of structure and contents
- Water Extraction, Moisture Reading and Moisture Control (dehumidification)
- Desiccant /refrigerant drying
- Heating, Ventilation, Air Conditioning Decontamination, and Cleaning
- Microbial Remediation
- Odor Control
- Documents, Books & Vital Records Recovery/Restoration
- Electronics Restoration
- Telecommunications Recovery
- Media Recovery
- Clean Up and Decontamination from Domestic Terror Events
- Project Management
- Carpet Cleaning
- Air Duct Cleaning
- Tile & Grout Cleaning/Sealing
- Biohazard Trauma, Blood borne Pathogen Clean-up
- Textiles Mitigation/Cleaning
- Documentation (inventory of damaged, discarded and/or removed items; project log, atmospheric conditions, moisture content, etc.)
- Salvage
- Asbestos Abatement
- Disposal of Hazardous Materials
- Transportation and Storage
- Mobile Lodging/Mobile Command Facilities

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- Expert Consulting / Training
- Similar, related disaster mitigation services

NOTE: This scope of this RFP does not include permanent repair or re-construction services. For example, sheet rock can be removed, but not replaced; carpets can be removed, but not replaced, etc.

3.3 Specifications

- (1) **Bidder/Proposer** shall have the ability to respond within 12-24 hours. No **Bidder/Proposer** will be considered if they are unable to meet this requirement.
- (2) **Bidder/Proposer** shall will track and account for employee time and expendables used in the disaster restoration according to FEMA requirements.
- (3) **Bidder/Proposer** shall furnish all labor, equipment, and materials to perform any and all manner of recovery and remediation services.
- (4) **Bidder/Proposer** shall ensure that all water/moisture/smoke remediation shall be performed so as to prevent additional damage.
- (5) **Bidder/Proposer** must have an environmental health and safety program for discovery and dealing with hazardous materials. All personnel shall have completed the appropriate OSHA Hazmat courses and have proper certifications where required.
- (6) **Bidder/Proposer** must be knowledgeable of FEMA requirements for record keeping and provide timely and accurate reports for submission to FEMA or the Consortium's insurance provider for reimbursement.

3.4 Insurance

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 general aggregate limit. Coverage must include liability arising from products-completed operations and liability assumed in an insured contract; ISO endorsement CG 25 03, Designated Construction Project/per project aggregate limit; and Santa Fe College or Member College and its Board of Trustees, officers, employees, agents, and volunteers are to be included as an additional insured using ISO additional insured endorsement CG 20 10 and CG 20 37 (Completed Operations).

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

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

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

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

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

4.0 Scope and Specifications – Debris Monitoring

4.1 Term

The term of the agreement for these services shall be for a period of 3 years. Contract start date is expected to be **July 1, 2020**. Upon mutual consent, the term may be renewed for an additional period of **2 years**. (Agreement with each member college may have the start date vary.)

4.2 Scope

Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Bidder/Proposer may be utilized to monitor and document non-declared events as well.

All **Bidder/Proposers** are required to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris. The **Member College** will select a firm to monitor its debris removal operations and document eligible debris quantities and reasonable expenses.

Bidder/Proposer must be able to handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a larger square footage of the **Member College** and mixed debris, or could be a Catastrophic Event where the entire **Consortium** membership is affected and there are multiple types of debris that will need to be removed.

4.3 Specifications

- (1) **Staff Mobilization.** When a potential future disaster threatens a **Member College**, the debris monitoring firm (**Contractor**) will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. **Contractor** will mobilize right away when requested to respond to unpredicted disasters. Additional **Contractor** staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is the responsibility of the **Contractor**.
- (2) **Field Documentation of Work.** **Contractor** shall carefully document right-of-way (ROW) debris removal activities and removal of eligible hazardous trees and hazardous hanging limbs. **Contractor** will work closely with the **Member College** and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. **Contractor** shall communicate with FEMA to ensure documentation supports project reimbursement. **Contractor** will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.
- (3) **Collection Monitoring of Rights-of-Way and Public Property Debris Removal.** **Contractor** will provide collection monitors with each of the **Member College's** debris removal contractor loading crews to ensure each load is related to the disaster and follows FEMA PA guidelines. The street address and/or GPS coordinates will be recorded on each load ticket. The **Contractor** will initiate an electronic load ticket or multi part paper load ticket in the field for each load. Load tickets will contain information related to the

location of the debris, time, date, truck identification, truck driver, etc. Each load ticket will then be delivered by the truck driver, to the disposal site or Debris Management Site (DMS) for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the **Member College**.

- (4) **Contractor Training.** **Contractor** will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The **Contractor** will be required to perform adequate training for locally hired staff. All **Contractor** employees must be able to effectively communicate to a level appropriate to their responsibilities.
- (5) **Spot Checks and Auditing of Contractors.** **Contractor** will provide management and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are communicating effectively with the **Member College's** debris removal contractor.
- (6) **Project Mapping.** Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the **Member College's** information, and FEMA documentation.
- (7) **Truck Certification.** **Contractor** will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Certification data will be available at each DMS/disposal site for verification. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, and for detecting modifications, such as changes to sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification will be performed for vehicles that have potentially been altered after initial certification.
- (8) **Quality Control/Quality Assurance.** A QA/ QC program should be implemented by the **Contractor** to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.
- (9) **DMS/Disposal Sites.** **Contractor** will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. **Contractors** will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, where applicable.
- (10) **Data Management.** **Contractor** will establish an advanced project data management system and upload load ticket information on a daily basis. This information can be provided to the **Member College**, FEMA, and the debris removal contractor, as directed by the **Member College**. This will include GPS coordinates / addresses for tree and stump removal. Additionally, the staff will work with the debris removal contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the **Member College**. Furthermore, **Contractor** will organize field information for FEMA documentation including photographs and/or GPS coordinates. **Contractor** will help track invoices for FEMA reimbursement and provide additional supporting information as requested.
- (11) **Other Related Services.** Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

(12) Safety Meetings and Monitoring Updates. Safety of monitoring staff is of paramount importance. **Contractor** will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

(13) Coordination Meetings with Contractor(s). **Contractor** will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

(14) Contractor Damages. The **Contractor** may be asked to develop a database application to track and help the **Member College** manage contractor damages.

(15) Status Reports. **Contractor** will provide detailed daily or weekly status reports to the **Member College** as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to **Member College** officials.

4.4 Insurance

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 general aggregate limit. Coverage must include liability arising from products-completed operations and liability assumed in an insured contract; ISO endorsement CG 25 03, Designated Construction Project/per project aggregate limit; and Santa Fe College or Member College and its Board of Trustees, officers, employees, agents, and volunteers are to be included as an additional insured using ISO additional insured endorsement CG 20 10 and CG 20 37 (Completed Operations).

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

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

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

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

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

4.5 Additional Requirements

(1) Price Ceiling

Contracts/purchase orders issued under this RFP must include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)). Contractor shall estimate the price of the expected work based on the rates proposed and must supply a ceiling price prior to any work being performed. The ceiling price must not be so high as to render it meaningless as a cost control measure. A reasonable ceiling price shall be

negotiated between the Member College (in consultation with the Consortium, if desired by Member College) and the Contractor based on the specific needs and circumstances of the catastrophic event.

(2) Changes in FEMA Guidelines During Contract Period

Any subsequent changes to FEMA requirements for disaster recovery monitoring contracts or methodology shall automatically be considered included herein. Contractor shall be responsible for assuring compliance with any such requirements provided by FEMA for Contractor's services. Should such changes materially impact the Agreement, Contractor must provide notice to each participating Member College within 60 days of the FEMA change, or the change will be considered accepted by the Contractor without further action required. The parties will work in good faith to amend the agreement(s) to comply with the changes. However, if the parties cannot agree on an amendment, the agreement(s) will terminate.

5.0 Pricing – Disaster Recovery and Remediation

Bidder/Proposer **MUST** provide pricing including any additional pricing examples and pricing discount schedules that need to be submitted to provide Consortium and its member colleges with comprehensive pricing information. **Bidder/Proposer** may submit time and materials pricing, a catalog or price lists for supplies, materials, and equipment **with discount provided separately from price lists**, and hourly not-to-exceed rates for labor.

(1) **Discounts provided on price lists and catalogs** – Detail the average discount provided by the

Bidder/Proposer on stated prices. Discount should not be already taken off catalog pricing lists and catalogs. Discounts need to be provided separately.

- Provide discount schedules for all products **Bidder/Proposer** intends to offer, shown either by category or code. Use separate discount for any net items with description of these net items.
- Provide labor notes for each category shown that **Bidder/Proposer** is proposing. These notes must include **Bidder/Proposer's** overhead, profit. Provide **Bidder/Proposer's** miscellaneous material markups. If **Bidder/Proposer** does not provide this labor classification, mark "NA" (Not Available).
- Provide a description on how **Bidder/Proposer** intends to guarantee the performance of **Bidder/Proposer's** labor, and what benchmark will be used to determine the labor hours for each project.
- Indicate any list price adjustment **Bidder/Proposer** intends on providing during the contract period and on what it is based. For example: CPI.

(2) **Hourly rates** – Provide an hourly not-to-exceed rate for all categories of labor to be provided under this RFP.

An excel spreadsheet has been provided for your use to complete this section. You must use the excel sheet to respond or your proposal will be rejected. Please visit <https://www.sfcollege.edu/finance/purchasing/bids/index> to download this file.

Note that contracts/purchase orders issued under this RFP will include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)).

6.0 Pricing – Debris Monitoring

Fee Schedule:

Each Bidder/Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Bidder/Proposer may also include additional, optional positions and services.

<u>POSITIONS</u>	<u>HOURLY RATE</u>
Project Manager	\$ _____
Operation Managers	\$ _____
Data Manager	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Debris Site/Tower Contractors	\$ _____
Collection Contractor	\$ _____
Load Ticket Data Entry Clerk/Clerical	\$ _____
Billing/Invoice Analysts	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

On-Site response time after notification _____ Hours

Commencement of work after issuance of Notice to Proceed _____ Hours

Contracts/purchase orders issued under this RFP must include a ceiling price that the contractor exceeds at its own risk (2 CFR 200.318(j)). (Also, see section 3.5.)

7.0 Bidder/Proposer Contact Information

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

PRINT CLEARLY OR TYPE

Contact Name: _____

Phone: _____

E-mail: _____

APPENDIX A: DRUG-FREE WORKPLACE PROGRAM STATEMENT

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

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

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

SIGNATURE _____

TITLE _____ **DATE** _____

APPENDIX B: FEMA CERTIFICATIONS

FEDERAL CONTRACT REQUIRED CLAUSES AND OTHER FEMA SPECIAL TERMS AND CONDITIONS

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

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

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

Initials of
Authorized Agent of
Bidder/Proposer

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

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

Initials of
Authorized Agent of
Bidder/Proposer

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

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

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed,

and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

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

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

Initials of Authorized Agent of Bidder/Proposer

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

- (1) David-Bacon Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009- 2/January 2016);

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- (2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Government must report all suspected or reported violations to the appropriate Federal agency.
- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
 - (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
 - (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

Note: The Davis-Bacon and Copeland Anti-Kickback requirements do not currently apply for Public Assistance Grants, such as reimbursements from FEMA for the work specified herein. Therefore, the Contractor is not required to follow these provisions currently. Contractor shall only be required to follow these provisions if the laws/rules change requiring Public Assistance Grants to follow these provisions during the term of the agreement.

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of

this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor, its principals (defined at 2

C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.9XX) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

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

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

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

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

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

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ACCESS TO RECORDS

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

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SEAL, LOGO AND FLAGS

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

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COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

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NO OBLIGATION BY FEDERAL GOVERNMENT

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

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PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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

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TIME AND MATERIALS

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

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NO INVOLVEMENT IN DEVELOPMENT OF RFP SPECIFICATIONS

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

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“COST PLUS A PERCENTAGE OF COST” CONTRACTS PROHIBITED

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

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BONDING REQUIREMENTS

Santa Fe College on behalf of the Florida College System Risk Management Consortium
RFP #17-20C: Disaster Recovery and Remediation Services / Debris Monitoring

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

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

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