

Submit Proposals to:

FLORIDA A&M UNIVERSITY

Office of Procurement Service

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

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-3203



REQUEST FOR PROPOSALS

Acknowledgement Form

Page 1 of 54 Pages	PROPOSALS WILL BE OPENED: May 12, 2026 @ 2:00 PM	PROPOSAL NO. RFP 0008-2026
MAILING/POSTING DATE: 4/7/2026	PROPOSAL TITLE: Florida A&M University (FAMU) Emergency Management Debris Removal	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:		
VENDOR LEGAL NAME	REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS	POSTING OF PROPOSAL TABULATIONS AND NOTICES Proposal tabulations, notices of a decision or intended decision and recommended awards related to this competitive solicitation will be posted for review by interested parties on the Procurement Services Website at http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting and Bonfire website at https://famubonfirehub.com/portal/?tab=openOpportunities and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in University Regulation 6.005 (9)(k) and Section 120.57(3), Florida Statutes shall constitute a waiver of protest proceedings.	
CITY-STATE-ZIP		
AREA CODE:		
TELEPHONE NUMBER:		
TOLL-FREE NUMBER:		
<i>By signing this document, I certify that this solicitation response is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the proposer and that the proposer is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements. In submitting a solicitation response, the proposer offers and agrees that if the solicitation response is accepted, the proposer will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tender's final payment to the proposer.</i>		
<p style="text-align: center;">_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE (MANUAL)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE (TYPED) & TITLE</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">DATE SIGNED</p>		

GENERAL CONDITIONS

PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted via the Bonfire Website. Response prices not submitted on attached proposal price sheet(s) when required shall be rejected. All responses are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

- EXECUTION OF PROPOSAL: All responses must contain this Acknowledgement form with an original manual signature of authorized representative in the space provided above.** Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.
- NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it "NO PROPOSAL" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the University's Competitive Solicitation mailing list. **NOTE:** To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and time.
- PROPOSAL OPENING:** Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer's responsibility to assure that its proposal is delivered via Bonfire portal at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 30 calendar days, or date of award, whichever is sooner in accordance with s. 119.071(1)(b). **NOTE:** Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.
- TAXES:** FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.
- DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

- MISTAKES:** Proposers are expected to examine the specifications, conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.
- ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**
- PAYMENTS:** In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40-day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (850) 599-2978.
 - Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.
 - The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.
 - The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.
 - If this agreement includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes and will be processed in accordance with the University's travel policies as stated in the Controller's Manual and utilizing the Travel Authorization Request (TAR) process.
 - Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

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

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the specifications, decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:
a) Contractor's name being removed from the Purchasing vendor mailing list.
b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprourement and cover costs.

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

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

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

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

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

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

21. PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the RFP and the proposers' proposal as deemed necessary and in the best interests of the University.

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

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

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

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

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

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

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

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

REQUEST FOR PROPOSAL

Florida A&M University Board of Trustees (FAMU)

Florida A&M University (FAMU) Emergency Management Debris Removal

RFP No. RFP 0008-2026

Refer ALL Inquiries to:

Office of Procurement Services
Attn: Jenifer Frye
Florida A & M University
2380 Althea Gibson Way
Suite 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2461 (Fax)

E-mail:
Procurement.officer@fam.u.edu

Bonfire Website:
<https://fam.u.bonfirehub.com/portal/?tab=openOpportunities>

TABLE of CONTENTS

1.0 SPECIAL CONDITIONS

- 1.1 Statement of Objective
- 1.2 PDAT and Federal Compliance Notice
- 1.3 Contract Award
- 1.4 General Information
- 1.5 Authorized FAMU Representative/Public Notices/FAMU Discretion
- 1.6 Approximate Calendar of Events
- 1.7 Proposers' Communications and/or Inquiries
- 1.8 Proposers' Conference and Site Visit
- 1.9 Written Addenda
- 1.10 Proposal Due Date
- 1.11 Proposal Opening Date
- 1.12 Posting of Intent to Award
- 1.13 Proposal Validity Period
- 1.14 Disposition of Proposals
- 1.15 Economy of Presentation
- 1.16 Restricted Discussions/Submissions
- 1.17 Verbal Instructions Procedures
- 1.18 State Licensing Requirements
- 1.19 Parking
- 1.20 Definitions
- 1.21 Procurement Rules
- 1.22 Force Majeure
- 1.23 Limitation of Remedies, Indemnification, and Insurance
- 1.24 Term of Contract
- 1.25 Cancellation/Termination of Contract
- 1.26 Assignment and Amendment of Contract
- 1.27 Independent Parties
- 1.28 Performance Investigations
- 1.29 Severability
- 1.30 Notices
- 1.31 Contract Manager
- 1.32 Governing Law and Venue
- 1.33 Liaison
- 1.34 Subcontracts
- 1.35 Employment of FAMU Personnel
- 1.36 Equal Opportunity Statement
- 1.37 Waiver of Rights and Breaches
- 1.38 Headings Not Controlling
- 1.39 Employee Involvement/Covenant against Contingent Fees
- 1.40 Site Rules and Regulations
- 1.41 Travel Expense

- 1.42 Taxes
- 1.43 Contractual Precedence
- 1.44 Use of Contract by Other Government Agencies
- 1.45 Annual Appropriations
- 1.46 Price Preference for Florida Vendors
- 1.47 Evaluation Criteria and Selection Process
- 1.48 Supervision
- 1.49 Damages
- 1.50 Contractor's Representative
- 1.51 Submittal

2.0 SCOPE OF WORK (Technical Specifications)

- 2.1 Supplemental Provisions
- 2.2 Payment
- 2.3 Prequalified Vendor List (Multiple Award Structure)
 - Attachment A – Price Sheet
 - Attachment B - Federal Contract Provisions

3.0 REQUIRED PROPOSAL FORMAT

- 3.1 Introduction
- 3.2 Table of Contents
- 3.3 Response Content
 - Tab 1 – Qualifications; Experience with a University
 - Tab 2 – Staffing Plan
 - Tab 3 – References
 - Tab 4 – Total Cost
 - Tab 5 – All Requested Documents

4.0 APPENDICES - FORMS

- Appendix I: Reference Sheet
- Appendix II: Notice of Conflict of Interest
- Appendix III: Statement of No Involvement
- Appendix IV: Non-Collusion Affidavit
- Appendix V: Certificate of Non-Segregated Facilities
- Appendix VI: Amendments Issued by the University
- Appendix VII: Florida Department of State Certificate of Status

1.0 SPECIAL CONDITIONS

1.1 Statement of Objective

Florida A&M University (FAMU) is seeking contracted services from one or more qualified Respondents to establish contracts for disaster debris removal, reduction, disposal, and other emergency cleanup services following a debris-generating event—such as a tropical system or other natural or man-made disaster—across all Florida A&M University properties, including the main campus in Tallahassee and all statewide satellite campuses and properties.

The University is seeking to secure the services of an experienced respondent (s) who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to Federal Emergency Management Agency (FEMA) regulations. The successful respondent(s) must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal operations according to all applicable rules and regulations. It is the expectation that the awarded Respondent(s) representative(s) must be physically present at the University's Emergency Operations Center within eight (8) hours after notification of need. Start of services will be within twenty-four (24) hours of issuance of Purchase Order. Selected respondents will be expected to complete services in less than 120 days when possible. FAMU will give preference to companies who can meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act located at <https://www.congress.gov/113/plaws/publ2/PLAW-113publ2.pdf>. The awarded Respondent(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the University.

The successful respondent(s) will be able to demonstrate their abilities to perform the services specified in the RFP to allow FAMU to open for normal business as soon as possible, with the least amount of interference after a natural weather event or possible manmade disaster. This will include personnel and staffing levels of sufficient size and with a demonstrable level of expertise and licensing or certifications in the appropriate area of their function. The successful respondent(s) will be able to demonstrate either adequate levels of appropriate equipment in their inventory, or contracts with equipment providers which guarantee availability in the event of a disaster. This availability must also include inbound logistical resources to transport needed equipment to the site affected by disaster. It is critical to the success of the respondent(s) to be able to supply the needed equipment for the specifications being performed in a timely manner. The successful respondent(s) will also have written plans and procedures which show their process for performing the specifications as defined in this RFP. The successful respondent shall have available a wide variety of emergency preparedness, response, and recovery resources, which must be submitted with the original Response.

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

1.2 PDAT and Federal Compliance Notice:

This solicitation incorporates recommendations from the Federal Emergency Management Agency (FEMA) Procurement Disaster Assistance Team (PDAT) to ensure compliance with

applicable federal procurement standards outlined in 2 CFR §§ 200.317–200.327 and Appendix II to Part 200. All contractors and subcontractors performing work under this contract must adhere to these requirements, including but not limited to: Affirmative Socioeconomic Steps (2 CFR 200.321), Domestic Preferences for Procurements (2 CFR 200.322), Procurement of Recovered Materials (2 CFR 200.323), and all mandatory contract with these provisions is a condition of eligibility for FEMA Public Assistance, FAMU, and all contractors/subcontractors performing under this agreement shall comply with all required federal contract provisions, including but not limited to:

- Remedies Clause (contracts above \$250,000);
- Equal Employment Opportunity Clause (41 C.F.R. § 60-1.4(b));
- Suspension and Debarment verification (SAM.gov, 2 C.F.R. § 200.214);
 - The Contractor shall not use any subcontractor, supplier, or affiliate that is suspended or debarred from Federal contracting, pursuant to 2 C.F.R. § 200.214. The Contractor must verify the status of all subcontractors and suppliers in SAM.gov prior to engagement and must re-verify at least monthly during active disaster operations.
 - The Contractor shall maintain documentation of all verifications and make such records available to the University upon request. Use of a suspended or debarred entity may result in non-payment, termination for default, and ineligibility for FEMA reimbursement.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3702–3708);
- Clean Air Act / Federal Water Pollution Control Act (42 U.S.C. 7401–7671q, 33 U.S.C. 1251–1387);
- Procurement of Recovered Materials (2 C.F.R. § 200.323; Section 6002, Solid Waste Disposal Act);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Domestic Preference for Procurements (2 C.F.R. § 200.322);
- Prohibition on Covered Telecommunications Equipment or Services (2 C.F.R. § 200.216; Section 889 NDAA);
- Access to Records, DHS Seal/Logo Restrictions, No Federal Obligation, and Program Fraud / False Statements (31 U.S.C. Ch. 38) clauses.

Access to Records

The Contractor shall provide the University, the State of Florida, FEMA, the U.S. Department of Homeland Security (DHS), the Comptroller General of the United States, and any authorized Federal or State representatives access to any books, documents, papers, and records that are directly pertinent to this contract for audit, examination, or duplication, in accordance with 2 C.F.R. § 200.337. Such records shall be retained for a minimum of seven (7) years from the date of final payment, or longer if required by Federal or State regulations. Failure to grant access may result in withholding of payment, termination, or ineligibility for FEMA reimbursement.

These provisions, along with FEMA’s recommended clauses for Access to Records, Federal Non-Liability, and Compliance with Federal Law, are attached in Attachment B – Federal Contract Provisions.

Pursuant to 2 CFR 200.319(c), the University will not apply geographic preferences or local vendor advantages unless expressly mandated by Florida law.

This RFP does not authorize cooperative purchasing ('piggybacking') by or from other entities unless explicitly allowed in the executed contract and compliant with 2 CFR Part 200 competitive requirements.

Contractors must comply with termination for cause and convenience, domestic preference, and telecommunications equipment prohibitions as outlined in Attachment B.

Buy America Requirements (Public Works and Infrastructure Projects)

If any work performed under this contract meets the definition of a public building or public works project, the Contractor must comply with all applicable Buy America requirements, including domestic sourcing standards for iron, steel, manufactured products, and construction materials as required under Federal law. The University, in consultation with legal counsel and Federal or State agencies, will determine applicability on a project-by-project basis.

The Contractor shall not procure foreign-sourced materials for any activity subject to Buy America requirements unless a waiver is issued by the appropriate Federal agency. The Contractor must maintain documentation demonstrating compliance and provide such documentation to the University upon request.

1.3 Contract Award

- A. FAMU intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. FAMU may reject any or all proposals if such action is in FAMU's best interest.
- C. FAMU may cancel or withdraw the award when deemed in its best interest.
- D. FAMU may waive informalities and minor irregularities in proposals received.
- E. FAMU reserves the right to evaluate proposals and award a contract without negotiations with proposers. Therefore, the proposer's initial proposal should contain the proposer's best terms from a cost or price and technical standpoint.
- F. FAMU reserves the right to conduct negotiations with the highest ranked proposer(s).
- G. A written notice of award will be posted on FAMU Office of Procurement Services Website.

1.4 General Information

Background

Florida Agricultural and Mechanical University is a public, fully accredited member of the State University System of Florida. FAMU is a doctoral/research institution and is the premier school among historically black colleges and universities. We are fully accredited by the Southern Association of Colleges and Schools.

FAMU offers 54 bachelor's degrees and 29 master's degrees. The University also offers a juris doctorate at its College of Law in Orlando. FAMU offers the following doctoral programs: chemical engineering; civil engineering; electrical engineering; mechanical engineering; industrial engineering; biomedical engineering; physics; pharmaceutical sciences; educational leadership; and environmental sciences.

The University operates several locations, including the main campus in Tallahassee; the Developmental Research School and Viticulture Center located near the main campus; the College of Law in Orlando; additional sites in Miami and Crestview; and research centers in Brooksville and Quincy.

History

FAMU is dedicated to the advancement of knowledge, resolution of complex issues and the empowerment of citizens and communities. The University provides a student-centered environment consistent with its core values. The faculty is committed to educating students at the undergraduate, graduate, doctoral and professional levels, preparing graduates to apply their knowledge, critical thinking skills and creativity in their service to society. FAMU's distinction as a doctoral/research institution will continue to provide mechanisms to address emerging issues through local and global partnerships. Expanding upon the University's land-grant status, it will enhance the lives of constituents through innovative research, engaging cooperative extension, and public service. While the University continues its historic mission of educating African Americans, FAMU embraces persons of all races, ethnic origins, and nationalities as life-long members of the university community.

1.5 Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer's response to this RFP must be submitted via the Bonfire Portal at <https://famubonfirehub.com/portal/?tab=openOpportunities>.

Any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Communications and/or inquiries are preferred via email.** FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 1.6, "Approximate Calendar of Events." To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and posted on the Bonfire Website. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Jenifer Frye, Office of Procurement Services
2380 Althea Gibson, Suite 214
Tallahassee, FL 32307
Procurement.officer@famuedu
Phone (850) 599-3203 Fax: (850) 561-2160

Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be posted on the Bonfire website:

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

FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU's best interest.

1.6 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are Eastern Standard Time (EST).

Date/Time	<u>Action</u>
4/07/2026	Request for Proposal Advertised / Released
4/16/2026	Mandatory Site Visit: (Include Plant Operations and Maintenance 2400 Althea Gibson Way Suite 214, Tallahassee, FL. 32307 at 10 am.)
4/20/2026	Deadline for submitting questions and/or inquiries or requests for changes by 2:30 PM in writing only; preferably by email to Procurement.officer@famuh.edu
4/27/2026	Responses to inquiries and Addenda, if any, Posted on Bonfire Website: https://famuh.bonfirehub.com/portal/?tab=openOpportunities
5/12/2026	Deadline for Proposal submission at 2:00PM NOTE: All RFP Responses must be submitted via the Bonfire website: https://famuh.bonfirehub.com/portal/?tab=openOpportunities RFP Opening: FAMU Office of Procurement Services, 2380 Althea Gibson Way, Suite 214, Tallahassee, Florida 32307 https://famuh.zoom.us/j/97319538347
5/18/2026	Posting of the Intent to Award (or other Notice(s) as Appropriate)
5/21/2026	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.7 Proposers' Communications and/or Inquiries

- A. FAMU is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if FAMU's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that FAMU clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by FAMU not later than the date shown in Section 1.6., entitled "Approximate Calendar of Events," for the submittal of written communications and/or

inquiries. **The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of FAMU's conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.** FAMU shall in its sole discretion determine what requested changes to this RFP are acceptable. FAMU shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be posted on the Bonfire Website as specified in Section 1.5.

B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the Authorized FAMU Representative listed in Section 1.5 as set forth in the Approximate Calendar of Events. Inquiries must be intelligible and concise and must clearly identify the Proposer who is submitting the inquiry.

1.8 Proposers' Conference and Site Visit

Mandatory Site Visit and Surveys: As set forth in Section 1.6 Approximate Calendar of Events. All interested proposers must attend, if event is listed.

1.9 Written Addenda

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be posted on the Bonfire Website. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

1.10 Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0., "Required Proposal Format". Proposals are due at the time and date specified in Section 1.6., "Approximate Calendar of Events" and must be received, via Bonfire Website, by FAMU's Authorized Representative in FAMU's Office of Procurement Services, 2380 Althea Gibson, Room 214, Tallahassee, Florida 32307, no later than **2:00 PM**, on the date set forth in the Approximate Calendar of Events, according to the time clock in FAMU's Office of Procurement Services.

Proposals or amendments to proposals that arrive after the date and time set forth in the Approximate Calendar of Events, will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and/or amendments to proposals shall not be accepted at any time.

Proposals will be accepted up to 2:00 PM, as set forth in the Approximate Calendar of Events, and no proposals may be withdrawn after the deadline for proposal submission time and date shown above. Proposals must be submitted to <https://famubonfirehub.com/portal/?tab=openOpportunities>. The proposal must be submitted in a PDF format.

1.11 Proposal Opening Date

Proposals will be opened, via Bonfire Portal, in FAMU's Procurement Office as set forth in the Approximate Calendar of Events.

1.12 Posting of Intent to Award

The intent to award a contract, if any, for this RFP will be posted for review by interested parties in Bonfire and on the FAMU Office of Procurement Services Website (see links below) and will remain posted for a period of seventy-two (72) hours (three (3) business days).

<https://famubonfirehub.com/portal/?tab=openOpportunities>
<http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting>

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:
1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in FAMU Regulation 6.005 and Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under the aforementioned authority.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of \$10,000 or 10% of FAMU's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to FAMU.
- D. In addition to all other conditions and requirements of this RFP, FAMU shall not be obligated to pay for information obtained from or through the Proposer, or any of proposer's expenses associated with responding to the RFP.

1.13 Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for one hundred twenty (120) days after the proposal submission date.

1.14 Disposition of Proposals

All proposals become the property of the FAMU, and the FAMU shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal

that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU’s selection or rejection of a proposal will not affect this exemption.

1.15 Economy of Presentation

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

1.16 Restricted Discussions/Submissions

From the date of issuance of the RFP until FAMU takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer’s proposal.

1.17 Verbal Instructions Procedures

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 1.5 of this RFP. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than **2:00PM, EST** as set forth in the Approximate Calendar of Events will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

1.18 State Licensing Requirements

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

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

1.19 Parking

The successful Proposer, if any is selected by FAMU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with FAMU's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all FAMU's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact FAMU's Parking Services Department at (850) 561-2205.

1.20 Definitions

FAMU'S Contract Administrator - The University's designated liaison with the Proposer. In this matter FAMU's Contract Administrator will be the Authorized FAMU Representative listed in Section 1.5.

Proposer - Anyone who submits a timely proposal in response to this RFP.

Successful Proposer - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

Contract - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP, Vendor's proposal, and State and University mandated terms.

Contract Manager - After contract award a liaison from the user department will oversee the contractor's performance and report as needed to the contract administrator.

1.21 Procurement Rules

- A. FAMU has established for purposes of this RFP that the words "shall," "must," or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by FAMU. A deviation is material if, in FAMU's sole discretion, the deficient response is not in substantial accord with this RFP mandatory conditions requirements.
- B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in the proposal being considered as not in the best interest of FAMU.
- C. **The Proposer must agree to abide by each mandatory condition and requirement included in this RFP.**
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for FAMU's REJECTION of the proposal.

1.22 Force Majeure

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

1.23 Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.
- B. As an agency of the State of Florida, FAMU's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Under this RFP and the resulting contract, if any, the Proposer must hold FAMU and those in privity with FAMU, and their governing boards, officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.
- D. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. FAMU, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insured on each of Proposer's policies. The Proposer shall furnish FAMU proof of Proposer's insurance coverage by original ACCORD certificates of insurance no later

than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule. See also Section 1.34 below entitled "Subcontracts." FAMU shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer's subcontractor that obtained the insurance. The Proposer shall always promptly notify FAMU of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 1.34 entitled "Subcontracts."

SCHEDULE:

Policy

Worker's Compensation	Statutory
*Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each accident
(2) Property Damage Liability	\$1,000,000 occurrence \$1,000,000 aggregate
(3) Comprehensive Automobile Liability Insurance:	
(a) Bodily Injury Liability	\$500,000 each person \$2,000,000 each occurrence
(b) Property Damage Liability	\$500,000 each occurrence
(c) Excess Umbrella Liability	
Combined Single Limit Bodily Injury Injury and/or Property Damage	\$10,000,000 each occurrence \$10,000,000 aggregate

*Comprehensive Liability to include but not be limited to:

- (1) Consumption or Use of Products
- (2) Existence of Vehicles, Equipment or Machines on Location
- (3) Contractual Obligations to Customers

A. WORKER'S COMPENSATION - Limit of liability as provided by Worker's Compensation Law, State of Florida

The contractor shall secure and maintain during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected. If there is an instance where the Contractor is subcontracting the required services with a vendor who is not required by Florida Statute to cover their employees by

Worker's Compensation, the Contractor must obtain prior approval of the subcontractor by the Florida A&M University.

1.24 Term of Contract

Each contract resulting from this RFP, if any, will be for a three (3) year period with an effective date not later than June 1, 2026, or upon execution, whichever is earlier; having the option to renew for an additional two (2) one (1) year periods pending mutual consent.

1.25 Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. FAMU also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

1.26 Assignment and Amendment of Contract

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

1.27 Independent Parties

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

1.28 Performance Investigations

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

1.29 Severability

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

1.30 Notices

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

Avery McKnight, General Counsel
Office of General Counsel
1601 S. Martin Luther King, Jr. Blvd
300 Lee Hall
Tallahassee, FL 32307

Stephany Fall, Chief Procurement Officer
Office of Procurement Services
2380 Althea Gibson,
Suite 214
Tallahassee, FL 32307

1.31 Contract Manager

Laurette Scott, Executive Director
Plant Operations and Maintenance
Facilities, Planning, Construction, and Safety
Florida A&M University
2400 Althea Gibbs Way, Suite 102
Tallahassee, FL 32307-6400
Laurette.Scott@fam.u.edu
850-412-5318

1.32 Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FAMU and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Leon County, Florida.

1.33 Liaison

FAMU's liaison with the successful Proposer, if any, shall be Stephany Fall, Chief Procurement Officer.

1.34 Subcontracts

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

responsibilities under any subcontract and applicable law. All payments to subcontractors shall be the sole responsibility of the Proposer.

1.35 Employment of FAMU Personnel

The Proposer shall not, without FAMU's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been FAMU employees at any time during such period, except for FAMU's regularly retired employees, or any adversely affected State employees.

1.36 Equal Opportunity Statement

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

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

1.37 Waiver of Rights and Breaches

No right conferred on FAMU by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU's signatory. FAMU's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

1.38 Headings Not Controlling

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

1.39 Employee Involvement/Covenant Against Contingent Fees

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

1.40 Site Rules and Regulations

Proposer shall use its best efforts to assure that its employees and agents, while on FAMU's premises, shall comply with the State's, Florida Board of Governors (BOG) and FAMU's Board of Trustees (BOT) site rules and regulations, if any.

Contractor will assure that any employee to be present on any FAMU site, for any reason whatsoever, is not a registered sex offender or sexual predator. The contractor will not allow persons to enter University property if their backgrounds indicate they would be a threat to others. All employees of contract must be identified by wearing uniform and name tags.

1.41 Travel Expense

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

1.42 Taxes

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

1.43 Contractual Precedence

The agreement that results from this RFP and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include but are not limited to FAMU Request for Proposal ("RFP") including all the University's RFP specifications, and the Proposer's RFP response. In the event of any conflict or inconsistency between the aforementioned documents, the order of precedence is:

- A. The Agreement
- B. University's RFP and RFP specifications
- C. Proposer's RFP response
- D. Any other attached document signed by the University's official signatory at the time of Agreement is executed.

1.44 Use of Contract by Other Government Agencies

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other Universities, governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received, and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

1.45 Annual Appropriations

FAMU's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FAMU shall give notice to Proposer of the non-availability of such funds when FAMU has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

1.46 Price Preference for Florida Vendors

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

- A vendor's principal place of business" is determined as follows:

1. If the vendor is an individual or a sole proprietorship, its "principal place of business" is in the state where the vendor's primary residence is located.
 2. If the vendor is a business organization, its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- Personal Property: When the lowest responsible and responsive proposal is submitted by a proposer whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a proposal, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive proposer has its principle place of business. If the lowest responsive and responsible proposer in that state does not grant a preference in competitive solicitation to companies having a principal place of business in that state, the preference granted to the lowest responsible and responsive proposer having a principal place of business in Florida shall be five (5) percent.
 - Proposers whose principal place of business is outside the state of Florida must include, with their RFP response document, a written statement, signed by an attorney at law licensed to practice in the proposer's state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

1.47 Evaluation Criteria and Selection Process

- A. FAMU reserves the right to conduct negotiations with the highest ranked proposer(s). Discussions with proposers after receipt of a proposal do not constitute a rejection or counteroffer by FAMU.

In the event the Vice President of Finance and Administration in consultation with the President determines it to be in FAMU's best interest to enter negotiations, the following shall apply:

1. Establish an evaluation committee tailored for the acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The Committee will review all responsive proposals and develop a ranked order of proposers based on the points given each evaluation criteria contained herein.
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals.
3. Ensure consistency among the solicitation requirements, notices to proposers, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements.
4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation.
5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and

6. Select the negotiation team. This can be the evaluation team or any other individual(s) the Vice President of Finance and Administration deems necessary for the acquisition. The negotiation team will invite the highest ranked proposer(s) falling within the desired competitive range to enter into negotiations.
- B. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Criteria	Max Points
Qualifications; Experience with a University	25
Staffing Plan	15
References	10
Total Cost	50
Evaluation of Responses Points Total	100

The recommendation of the Evaluation Committee will be submitted to the Chief Procurement Officer, along with the final agreed upon terms, for review and approval and to the designated decision maker for a final decision regarding award. The University Official considers the Evaluation Committee’s recommendation and final agreed upon terms, as applicable, and determines which vendor(s) to enter into a Contract with.

If an award is made as a result of the RFP, an Intent to Award will be posted to the FAMU Office of Procurement Services website for seventy-two (72) hours once the decision maker makes the final decision.

FAMU is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. FAMU reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that FAMU, in its sole discretion, determines is in FAMU’s best interest.

1.48 Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the contractor shall be done by the contractor or his/her designated representative. Florida A & M

University will manage this contract and reserve the right to overrule any decision made by the Contractor.

1.49 Damages

Contractor shall be responsible for the repair/replacement to the satisfaction of Florida A & M University's representative of any damage to the facility caused by any employee of the contract.

1.50 Contractor's Representative

A representative of the Contractor shall be appointed within 24 hours after receipt of contract, and this person shall be available as deemed necessary by the Contractor for purposes of reporting problems, requesting schedule changes, etc.

The proposer shall be allowed twenty-four (24) hours to correct any inspection deficiency or complaint for repair or services that does not interrupt the building operations or results in health and/or safety hazards to buildings and/or occupant.

1.51 Submittal

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

- a. Request for Proposal Acknowledgement form, completed and signed
- b. Three (3) references; including name of company, contact person and phone number.
- c. Notice of Conflict of Interest
- d. Technical Qualifications
- e. Price Sheet
- f. Staffing Matrix
- g. Past contracts and proven performance
- h. Non-Collusion Affidavit
- i. State of No Involvement
- j. Certificate of Non-Segregated Facilities form (if applicable; see Section 2.31C)
- k. Acknowledgment of Amendments Issued by the University
- l. Florida Department of State Certificate of Status

Each Proposer is responsible for ensuring that its proposal is delivered at the proper time, as stated in Section 1.6 Approximate Calendar of Events. The University shall not consider late proposals. PROPOSALS MUST BE RECEIVED VIA THE BONFIRE WEBSITE before 2:00 P.M. on the date specified in Section 1.6 Approximate Calendar of Events.

2.0 SCOPE OF WORK

Florida A&M University seeks qualified Contractors capable of providing comprehensive emergency management services, including operations and management, logistical support, construction, and technical assistance before, during, and after potential or actual disaster situations. The awarded Contractor shall furnish personnel, equipment, plans, procedures, and other resources necessary to support pre-disaster preparedness and post-disaster recovery activities on an as-needed basis.

Contractors must be capable of responding to a wide range of natural and human-caused incidents, including but not limited to: tornados, hurricanes, tropical cyclones, severe storms, floods, wildfires, erosion, droughts, extreme heat, winter storms, geological or seismic incidents, tsunamis, pandemics, cyber incidents, transportation accidents, hazardous materials releases, space weather impacts, radiological events, terrorism, agricultural or biological disruptions, mass migration events, civil disturbances, and planned special events.

The Contractor shall maintain and make available a wide variety of emergency preparedness, response, recovery, and mitigation capabilities to ensure timely and effective support to the University in all phases of emergency management.

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The sections that follow are intended to provide Respondents with a detailed understanding of the University's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the University's designated Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to University approved temporary debris storage and reduction site (TDSR) or University Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a TDSR or University Designated Final Disposal Site; and 6) dumping the debris at the TDSR dumpsite or University Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Respondent by the Debris Manager. It shall be the Respondent's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Respondent was issued a Purchase Order, unless otherwise directed by the Debris Manager, in writing. The Contractor shall confirm with the University's Debris Manager whether debris is Eligible prior to collection. No debris shall be collected unless the Contractor has received explicit approval or written confirmation of eligibility. Unauthorized

debris collected without prior approval will not be compensated and may be subject to removal at the Contractor's expense.

The Contractor is responsible for notifying the Debris Manager of any debris whose eligibility is uncertain and must obtain a written eligibility determination before proceeding. Eligibility determinations must be documented and retained for audit purposes to support FEMA reimbursement.

Emergency Road Clearance

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

Eligible Debris Removal and Disposal – General Requirements

- a. All debris removal, transport, reduction, and disposal activities shall be conducted in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances of any other jurisdiction in which the University's property is located. The Contractor shall be responsible for obtaining and maintaining all required local permits and approvals prior to commencing debris operations.
- b. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related debris existing on University property to a University approved TDSR site or a University Designated Final Disposal Site in accordance with all applicable federal, state, and local rules and regulations.
- c. For the purposes of this contract, Eligible Debris includes the following eligible debris types:
 - i. Vegetative
 - ii. Construction & Demolition
 - iii. Non-regulated Asbestos Containing Materials (Non-RACM) Structures
 - iv. Regulated Asbestos Containing Materials (RACM) Structures
 - v. Sand, Soil, and Mud
- d. Once a debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University-approved TDSR site or a University-designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible Debris will only be permitted when directed in writing by the University or its authorized representative. The University will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

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

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

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

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

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

Removal of Eligible Hazardous Trees and Limbs

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

in diameter existing on the University ROW or private property will be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Respondent, in writing, by the Debris Manager. In order for hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

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

Removal of Eligible Hazardous Stumps

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

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

Eligible Hazardous Waste Removal, Transport, and Disposal

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

Eligible Abandoned Vehicles, Vessels, or Other Property Removal

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

Eligible ROW White Goods Debris Removal

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transportation of Eligible white goods from the ROW to a designated University-approved TDSR site. The Respondent shall also be responsible for the transportation of Eligible white goods from the designated University-approved TDSR site to a University-designated facility for recycling. The designated facility for recycling must be approved in writing by the University. Eligible

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

Eligible Electronic Waste Item Removal

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

Eligible Dead Animal Carcasses

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

Eligible ROW Sand Debris Removal

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to collect Eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two-inch screen and haul screened sand to a University approved location for sand debris removal. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the University approved location for sand debris removal. All work will be performed in accordance with all federal, state, and local rules and regulations.
- b. For the purposes of this contract, Eligible sand that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

- c. Once the debris removal vehicle has been issued a load ticket from the University's authorized representative, the debris removal vehicle will proceed immediately to a University approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services items 2 and 3, respectively.

University approved location for Beach Scrape and Clean

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to scrape and collect Eligible debris laden sand from University approved location, haul to a processing screen, process the sand through a maximum two-inch screen, haul screened sand back to a University approved location and shaping of the sand to final grade.
- b. Removal of Eligible debris-laden sand from a University-approved location will only be permitted when directed in writing by the University or its authorized representative.
- c. If needed, the University-approved beach area will be scraped to a maximum depth as prescribed in writing by the University.

Soil, Mud, Sand, and Sandbags

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

2.1 Supplemental Provisions

Mobilization

Within twenty-four (24) hours of the University being placed in the National Oceanic and Atmospheric Administration five (5) day hurricane forecast, the University will contact the awarded Respondent(s) regarding potential contract activation. The Respondent shall provide a representative to the University prior to a mandatory evacuation of the University or upon

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

Emergency or Exigency (EE) Activation Requirements:

In the event that this contract is activated during an Emergency or Exigency (EE), the University will prepare a written determination describing the conditions that justify the use of noncompetitive procurement under 2 CFR § 200.320(c). The Contractor shall support the University by providing documentation necessary to establish:

- the date and nature of the emergency or exigent circumstance;
- the urgent conditions that prevent the delay associated with full and open competition;
- the specific work required to address the immediate threat to life, public health and safety, or significant property damage; and
- the anticipated duration of EE conditions.

The Contractor must maintain cost reasonableness throughout the duration of EE activation. Once the emergency or exigent circumstances no longer exist, the University shall return to full and open competition for any additional work, and the Contractor shall not rely on EE status for subsequent noncompetitive procurement.

Any work performed under EE conditions must comply with all Federal procurement requirements, including documentation standards contained in FEMA's Emergency/Exigency Fact Sheet and the FEMA Public Assistance Program and Policy Guide. EE activation does not guarantee FEMA reimbursement.

The Contractor must maintain records sufficient to demonstrate the eligibility, necessity, and reasonableness of all costs incurred during EE activation, including photographs, timesheets, equipment logs, load tickets, GPS data, and other supporting documentation.

Any rate increases, amendments, or escalation must not alter the original scope or result in a cardinal change. Any amendment that materially affects cost, scope, or timeline must include a written sole-source justification compliant with 2 CFR 200.320(c), demonstrating fair and reasonable pricing.

Contractor Resource Escalation and Failure-to-Perform

To mitigate market volatility and subcontractor shortages, the University reserves the right to invoke a contractual price-escalation or amendment clause upon mutual agreement when supply-chain disruptions materially affect debris-removal costs. If the Contractor fails to perform, mobilize, or maintain adequate resources within specified timeframes, the University may issue a Notice to Cure and procure alternate services at the Contractor's expense.

Performance Failure and Remedies

In addition to the remedies stated above, failure by the Contractor to mobilize, maintain adequate staffing and equipment, meet required timelines, or otherwise perform in accordance with this contract shall constitute a material breach. Upon identifying performance deficiencies, the University may issue a written Notice to Cure with a specified correction period. If the Contractor fails to cure the deficiency within the required timeframe, the University may take any combination of the following actions:

- suspend work in whole or in part;
- withhold payment for noncompliant work;
- procure alternative services and charge all associated costs to the Contractor;
- terminate the contract for default; or
- pursue any other remedies available under State or Federal law.

These remedies may be invoked without prejudice to other rights or actions available to the University. Failure-to-perform determinations and associated actions taken by the University may be used to support eligibility determinations for FEMA reimbursement.

Private Work

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

Designated Work Area

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

Private Property Debris Removal (PPDR) Controls

Approval to conduct PPDR operations, including collection of Right-of-Entry (ROE) and Hold-Harmless (HH) agreements, shall not imply FEMA reimbursement eligibility. Approval for PPDR does not guarantee FEMA reimbursement. The Contractor shall collect ROEs, Hold Harmless agreements, hazard photographs, and health department documentation prior to beginning PPDR operations. The Contractor shall coordinate with the University to obtain:

- a written approval letter identifying operational areas (street lists, GPS coordinates, or neighborhoods);
- documentation of public health and safety threats (letters from the County Health Department or citation of local ordinances); and
- indemnification statements protecting the University.

All ROE/HH forms, site photos, and debris quantity records shall be retained for audit. FEMA maintains final eligibility determination authority.

Completeness of Debris Removal

All debris identified by the Debris Manager shall be removed. The number of complete passes the Respondent shall conduct through the University is at the discretion of the Debris Manager. Partial removal of debris piles is strictly prohibited. The Respondent shall not move from one designated work area to another designated work area without prior approval from the University or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Respondent shall not enter onto private property during the performance of this contract unless specifically authorized by the Debris Manager in writing. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

Storage and Disposal of Debris

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

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

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

The Respondent shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities. The University reserves the right to inspect TDSR sites, verify quantities, and review operations at any time.

Safety

The Respondent(s) shall be solely responsible for maintaining safety at all work sites, including TDSR site(s) and debris collection sites. The Respondent(s) shall take all reasonable steps to ensure safety for both workers and visitors to TDSR site(s) and debris collection sites. Safety at

TDSR site(s) and debris collection sites includes traffic control measures, such as the use of traffic cones and flag personnel. The Respondent shall also be responsible for periodically inspecting all Respondent vehicles (including subcontractors) to ensure that vehicles meet state and federal Department of Transportation (DOT) regulations. The Respondent(s) will also be solely responsible for ensuring that all OSHA requirements are met, and a safety officer will be assigned to the project for the duration of this contract.

Use of Local Resources

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

On-Site Project Manager

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

Equipment

- a. All trucks and other equipment must comply with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that effectively contains the debris during transport, permitting the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) - inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. To ensure compliance, equipment will be inspected by the University's authorized representatives prior to its use by the Respondent(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to a University-approved TDSR site or a University-designated final disposal site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Respondent(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Respondent(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber-tired and appropriately sized to fit loading conditions. Excessively large equipment (100 cubic yards and above) and non-

rubber-tired equipment must be approved for use on University roads by the Debris Manager.

- f. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- g. The Respondent(s) shall provide an on-site office trailer for the duration of the project or if required by the University.

Traffic Control

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

Rapid Response Crew

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

The Rapid Response Crew must be independently staffed and may not divert personnel, equipment, or resources from Right-of-Way debris collection, Private Property Debris Removal (PPDR), Temporary Debris Storage and Reduction (TDSR) operations, hazardous tree and limb removal, or any other mission-critical debris operations. The RRC shall maintain dedicated capabilities to ensure immediate deployment without degrading overall debris clearance performance. All RRC activities must be documented, and all associated costs must be traceable to RRC-specific operations to support FEMA eligibility.

Work Hours

Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the University and the Respondent(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites shall be conducted from sunrise to sunset, seven (7) days a week, unless otherwise specified by the Debris Manager.

Damages

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

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

Existing Utilities

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

Ownership of Debris

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

Environmental Protection

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

Documentation and Measurement

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

University of any discrepancies). Placards will be attached to each certified truck. They shall clearly state the truck measurement in tons and/or cubic yards, the Respondent's name, the assigned truck number, and other pertinent information, as determined by the Debris Manager. Suppose a vehicle is working under multiple contracts or for multiple communities. In that case, it must be re-certified and issued a new placard by a university-authorized representative each time it returns to work after completing other contracts or assignments. Throughout the debris removal process, the University or its representative may designate trucks for re-measurement to verify weights and volumes.

- b. The Respondent(s) is responsible for ensuring all subcontractors maintain valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Respondent trucks and equipment during working and nonworking hours.
- c. The University or its authorized representative will provide load tickets for recording pick-up location and tons/cubic yards of debris removal. The University or its authorized representative will provide unit rate tickets for documenting unit rate services, such as the removal of hanging limbs or leaning trees. Only tickets designated and approved by the University will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location where the disaster-related debris was collected (i.e., street address) and the amount picked up, hauled, reduced, and disposed of. Respondent(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either actual or percentage load call), and the University-authorized representative's name and signature. The University will make no payment for incomplete load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the University at the collection site. The authorized representative of the University will complete the applicable portion of the load ticket and provide all five copies to the vehicle operator. Upon arrival at the TDSR site or the University's Designated Final Disposal Site, the vehicle operator will present five copies of the load ticket to the University's authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). The University will make this determination, and the authorized representative will be present at the TDSR site or the University Designated Final Disposal Site. The authorized representative from the University will validate, enter the load call and/or actual weight, and sign the load ticket. The University will keep the original copy, two (2) copies will be given back to the vehicle operator for their records, and the remaining two (2) copies will be provided to the Respondent.
 - The Respondent(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- d. The Contractor shall capture photographic documentation for all load tickets, leaning trees, hazardous limbs, hazardous stumps, PPDR operations, and any item requiring scope validation, including before, during, and after photos, GPS-tagged. Documentation must be adequate to justify FEMA Public Assistance eligibility; the University will not certify undocumented quantities.

- e. The debris removal contractor shall coordinate daily to reconcile photographic logs, load tickets, and ADMS entries. The University Debris Manager will not certify quantities for reimbursement unless documentation from both contractors aligns and fully substantiates eligibility.

2.2 Payment

Cost Reasonableness Verification

All costs invoiced under this contract must be reasonable, necessary, and compliant with Federal cost principles. The Contractor shall provide documentation sufficient for the University to determine compliance with 2 CFR § 200.404 (Reasonable Costs), including but not limited to: market pricing comparisons, equipment rate sheets, subcontractor quotes, historical cost data, independent cost estimates, or any other supporting records requested by the University.

The University reserves the right to withhold payment for any cost that is insufficiently documented, inconsistent with industry standards, or determined to be unreasonable under Federal procurement requirements. The Contractor acknowledges that cost reasonableness is a prerequisite for FEMA reimbursement and that failure to provide adequate documentation may result in non-payment.

Duplication of Benefits (DOB) Compliance Requirement

The Contractor shall support the University in preventing duplication of benefits in accordance with Federal law. The Contractor shall not perform, invoice for, or seek reimbursement for any work that is, or may be, funded by insurance proceeds, another Federal program, private party payments, or any other funding source.

The Contractor must notify the University immediately upon discovering any potential duplication of benefits and must provide all documentation necessary for the University to make an eligibility determination. Costs determined to be duplicative are ineligible for payment and will not be reimbursed by the University.

Failure to comply with duplication of benefits requirements may result in non-payment, disallowance of costs, termination for default, and ineligibility for FEMA Public Assistance reimbursement.

- a. The University, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Respondent(s) will be provided with copies of this documentation. The Respondent will use these documents as backup data for invoice submittals. Work not ticketed or not authorized by the University will not be approved for payment. Additionally, any ticket submitted for payment must be completed appropriately. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
- b. Payment for disposal costs, such as tipping fees, incurred by the Respondent at a University Designated Final Disposal Site, will be reimbursed by the University as a pass-through cost. Before reimbursement by the University, the Respondent must provide an invoice in both hard copy and electronic formats, matching the scale/weight ticket numbers with the load ticket or haul-out ticket numbers, and include any other applicable

information. The Respondent will also be required to provide proof of Respondent payment to the University Designated Final Disposal Site.

- c. Mileage shall be determined by use of a widely-accepted mapping program (such as MapQuest or Google Maps). The University shall determine allowances for variances such as TDSR sites where the point of site address is a significant distance from the debris site.
- d. Private property and FHWA-ER-funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The University reserves the right to request additional invoice separation by debris type (e.g., C&D, vegetative debris, hazardous waste) and program (e.g., ROW collection, private property debris removal).
- e. Invoices shall be submitted to the University's authorized representative weekly. All invoices must be submitted with both a hard copy and an electronic copy (in Microsoft Excel format) of the invoice details. The invoice details must consist of a tabular report listing all ticket information required by the University. Invoice detail submittals will be checked against University records. University records serve as the basis for all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the University's authorized representative to the University for payment.
- f. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. To recover the retainage, the Respondent(s) must complete and receive a letter of completion from the University for all work zones. Retainage will be held until final reconciliation is complete. The University may hold portions of the retainage to repair damages caused by the Respondent(s) to public or private property.
- g. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices response for debris removal. They will not be adjusted based on the total amount of debris actually removed in the contract.
- h. The Respondent is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Respondent shall execute release waivers with all subcontractors to release the University from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the University prior to final retainage release.
- i. Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be offset against the charges billed to the University.
- j. Respondent(s) must submit a final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged, in writing, by the Debris Manager. The final invoice must be marked "FINAL INVOICE," and no additional payments will be made after the Respondent's final invoice.
- k. In the event any portion of this scope of work is to be funded by State or Federal funds, the Respondent will comply with all requirements of the state or federal government applicable to the use of the funds. The University will only pay for those items deemed Eligible by FEMA or FHWA, unless the University has otherwise agreed to in writing.

- I. The Respondent will retain all records about the services and the contract for these services and make them available to the University for a period of seven (7) years following receipt of final payment for the services referenced herein.
- m. The respondent must provide proof of insurance, bonding, and licensing, naming FAMU as an additional insured.

2.3 Prequalified Vendor List (Multiple Award Structure)

FAMU may award this RFP to more than one qualified Respondent and may establish a prequalified list of debris removal contractors. Any prequalified list created under this RFP must comply with 2 CFR § 200.319(e), including:

- The list shall remain open for a minimum of sixty (60) days after initial award for additional qualified firms to apply for inclusion.
- The list must include an adequate number of qualified firms to ensure maximum full and open competition for task orders issued under this contract.
- FAMU will not restrict competition by limiting the list to fewer vendors than necessary to ensure adequate competition.
- Placement on the prequalified list does not guarantee activation, issuance of a purchase order, or assignment of work.
- When FAMU issues work orders under a prequalified list, the University will ensure fair opportunity and competition among all vendors on the list, unless emergency or exigency conditions justify otherwise per 2 CFR § 200.320(c).

The University reserves the right to reopen or expand the prequalified list at any point during the contract term to ensure compliance with federal procurement standards.

ATTACHMENT A

Florida A&M University Price Sheet

FEE RATES FOR EMERGENCY DEBRIS REMOVAL

Phase 1 – Collection, Hauling to Staging, Reduction

Description	Unit	Unit Price
Emergency Road Clearance		
Clear and remove debris from the University roadways	Hour	
Vegetation		
Loading and hauling debris to and out of TDSR (including MOT)	Cubic Yd.	
Reduction by grinding at TDSR	Cubic Yd.	
Reduction by incineration at TDSR	Cubic Yd.	
Reduction by chipping at TDSR	Cubic Yd.	
Reduction by burning at TDSR	Cubic Yd.	
24"-48" dia. Stump removal	Each	
>48" dia. Stump removal	Each	
Removal of hanging limbs (>2" dia. @ break point)	Each	
Leaning trees (marked for removal) >6" @ 4.5' above ground	Each	
Leaning trees (marked for removal) 12"-24" @ 4.5' above ground		
Leaning trees (marked for removal) 24"-48" @ 4.5' above ground		
Leaning trees (marked for removal) >48" @ 4.5' above ground		
Sweeping and gutter cleaning	Hour	
Vacuuming inlets	Hour	
C&D		
Loading and hauling C&D debris to and from TDSR	Cubic Yd.	
Loading and hauling non-RACM debris to and from TDSR	Cubic Yd.	
Loading and hauling RACM debris to and from TDSR	Cubic Yd.	
Soil, Mud, Sand		
Screen debris from soil, mud, and sand	Cubic Yd.	
Loading and hauling of soil, mud, and sand	Cubic Yd.	
Approved area for Beach scrape and clean	Cubic Yd.	

White Goods & Electronic Waste		
Loading and hauling of white goods for recycling	Each Appliance	
Recovery and disposal of hazardous materials (i.e., Freon, oils, etc.)	Each Appliance	
Loading and hauling of electronic waste for recycling	Ton	
Hazardous Waste & Materials		
Labor rate for collection, segregation, containerization and temporary storage of hazardous wastes and materials	Hour	
Vehicles, Vessels, and Other Property		
Mitigation of hazardous substances per vehicle/vessel/property	Each	
Removal, hauling, and tracking of vehicles	Each	
Removal, hauling, and tracking of vessels	Each	
Putrescent		
Removal and disposal of animal carcasses	Ton	

Phase II – Loading and Final Disposal of Reduced Material

Description	Unit	Unit Price
Loading and hauling reduced material to the final disposition site.	Cubic Yd.	
Loading and hauling non-RACM material to the final disposition site.	Cubic Yd. per mile	
Loading and hauling RACM material to the final disposition site.	Cubic Yd. per mile	
Disposal and tipping fees	Actual Cost	

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

The Respondent is encouraged to collaborate with the University to establish an improved pricing structure that meets the RFP requirements. The Respondent may be required to submit additional versions of the pricing sheet throughout the course of negotiations. Ultimately, the optimal pricing sheet will enable the Respondent to provide the best rates to meet the university's needs.

ATTACHMENT B

FEDERAL CONTRACT PROVISIONS

The following provisions apply to all contracts funded in whole or in part with Federal funds, including FEMA Public Assistance funding. By submitting a response to this ITN and by contracting with the University, the Contractor agrees to comply with all provisions listed below:

1. Termination for Cause and Convenience (Appendix II(A)) to 2 CFR Part 200

The University may terminate this contract for cause or for convenience in accordance with 2 CFR Part 200 requirements. The Contractor shall be paid only for work satisfactorily completed as of the termination date.

2. Equal Employment Opportunity (41 CFR § 60-1.4(b))

Contractor shall comply with Executive Order 11246 and relevant nondiscrimination regulations.

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3702–3708)

All laborers and mechanics employed on the project shall be paid in compliance with federal overtime requirements.

4. Clean Air Act & Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, and regulations issued under these acts and report violations to the University and EPA.

5. Suspension and Debarment (2 CFR § 200.214)

The Contractor certifies it is not suspended or debarred from federal contracting and must verify subcontractors through SAM.gov.

6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Contractor must certify that no federal funds have been used to influence federal officials in connection with this contract.

7. Procurement of Recovered Materials (2 CFR § 200.323)

Contractor must procure recycled materials as required by EPA guidelines where applicable.

8. Domestic Preference for Procurements (2 CFR § 200.322)

To the greatest extent practicable, the Contractor must provide domestically produced materials, products, and supplies.

9. Prohibition on Certain Telecommunications & Video Surveillance Equipment (2 CFR § 200.216)

Contractor shall not use or provide covered telecommunications equipment or services (e.g., Huawei, ZTE).

10. Access to Records (2 CFR § 200.337)

The Contractor must give the University, FEMA, DHS, the State of Florida, and the Comptroller General access to any documents, papers, or records related to this contract for at least seven (7) years.

11. Remedies Clause

The University may impose sanctions, require corrective action, or withhold payments for noncompliance.

12. Federal Non-Liability

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities related to this project.

13. Program Fraud and False Statements (31 U.S.C. §§ 3729–3733)

Contractor acknowledges civil and criminal penalties associated with false claims, statements, or documentation.

3.0 REQUIRED PROPOSAL FORMAT

3.1 Introduction

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

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

3.2 Table of Contents

Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

3.3 Response Content

The University will consider the capabilities of Contractors to serve the needs of the University community as described in the specifications, by considering the size, scope and nature of the Contractor's overall operation and the Contractor's prior responsible experience in comparable situations. Failure to provide written responses to items indicated in the RFP will be interpreted by the University as an inability by the Contractor to provide the requested service and may result in the rejection of the response.

The Response to this RFP shall be submitted in the following order and include the information requested: (Insert your customized tabs, if different than below.)

Tab 1 Qualifications; Experience with a University

- A. Provide an overview of company's background philosophy in providing similar services (technical qualifications).
- B. Past contracts and proven performance with client accounts
- C. Proof of Certification

Tab 2 Staffing Plan

- A. Provide organizational charts recommended for this project.
- B. Provide resumes for key corporate and site employees, including project manager.
- C. Staff management and contingency plan
- D. Subcontractors (if applicable)

Tab 3 References

- A. Provide list of current University customers to include contact name, address, phone number, length of service, and dollar volume of each account. Additionally, please provide a minimum of three (3) current references from an educational institution of comparable size and type of operation to FAMU.

Tab 4 Price Sheet

Tab 5 All Requested Documents

**APPENDIX I
REFERENCE SHEET**

COMPANY _____

I _____ being of _____

(Name and Title)

(Name of Company)

to authorize the University to check our company's previous performance.

Authorizing Signature: _____

REFERENCE
Company Name:
COMPANY ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
FAX NUMBER:
Email Address:

- **If specially created to respond to this RFP, please include affiliate references**

APPENDIX II

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

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

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

_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this _____, day of _____, 2026

Signature

Print Name and Title

APPENDIX III

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that neither member of this firm nor any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Request for Proposal; or,
- 2) Performing a feasibility study concerning the Scope of Work contained in this Request for Proposal.

Signature

Company Name

Date

APPENDIX IV

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name) (Title) (Name of Firm)

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

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

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

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

Signature	Title	Company
-----------	-------	---------

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public _____

Personally known _____ OR Produced identification _____

Type of identification produced _____

APPENDIX V

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____(Company)
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

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

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

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

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

(Name of Company)

By: _____

Date: _____

Title: _____

APPENDIX VI

AMENDMENTS ISSUED BY THE UNIVERSITY

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

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

Phone number Fax number

Email address

APPENDIX VII

**Florida Department of State
Certificate of Status**