



**THE ESCAMBIA COUNTY SCHOOL DISTRICT  
PROCUREMENT DEPARTMENT  
75 NORTH PACE BLVD.  
PENSACOLA, FL 32505**

## **REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT**

POSTING DATE:  
**March 26, 2024**

PROCUREMENT SPECIALIST TELEPHONE & EMAIL:  
**Tamara Harden 850.469.6205**  
**tharden1@ecsdfl.us**

RFP TITLE:  
**Disaster Debris Removal**

RFP NUMBER:  
**241604**

RFP OPENING DATE & TIME:

**April 19, 2024, 2:00 PM, CENTRAL TIME**

**NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.**

The School District of Escambia County, Florida ("School District") solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All Proposals must have an authorized signature in the space provided below. All Proposals must be sealed and received in the School District's Procurement Department at 75 North Pace Blvd., Pensacola, Florida, 32505 by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed Proposals must reference the "RFP Title," "RFP Number," and the "RFP Opening Date & Time." The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. **If submitting electronically, Responders shall submit their response on BidNetDirect.com/florida.** Proposals may not be withdrawn for a period of sixty (60) days after the opening date unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM BEING SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT: )

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_\_ BIDNET\_\_\_\_ DEMAND STAR\_\_\_\_ PRIME VENDOR\_\_\_\_  
OTHER\_\_\_\_ (PLEASE SPECIFY\_\_\_\_) MINORITY\_\_\_\_ WOMEN-OWNED\_\_\_\_ SERVICE-DISABLED VETERAN\_\_\_\_

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. I **FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III, SHALL RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.**

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:  
9500-PUR-029 (rev March 6, 2015)

DATE:

## I. INTRODUCTION & GENERAL INFORMATION

The School District is soliciting sealed, written proposals to establish an Agreement for the removal and disposal of disaster-generated debris resulting from emergencies and catastrophic wind driven events such as, but not limited to, hurricane, tornado, or other natural or man-made disasters throughout the School District. This agreement will be invoked after the declaration of a state of emergency by the School District Superintendent or State and/or Federal authorities. Services shall include the collection and removal of debris from School District property. All services provided herein shall be in accordance with established Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Emergency Management and/or Emergency Operations Center (EOC) regulations or criteria unless otherwise directed.

The Request for Proposal (RFP) may be awarded to multiple Responders. Utilization of Disaster Debris Removal Monitoring services ("Debris Monitor") previously awarded for RFP #231401 will be initiated when the declared emergency event exceeds the School District's capacity and resources to respond and manage. There must be no conflict of interest between the Debris Monitor and the debris removal Contractor (this RFP #241604). The awarded Responder(s) will be activated in the order of their ranking and if multiple Responders are needed to perform the requested services.

All work shall be coordinated with the Director of Maintenance or designee ("Debris Manager") and with the Debris Monitor. The Agreement will be effective from **June 1, 2024** through **May 31, 2025** with four (4) additional one-year renewal options upon the mutual consent of the Parties and School Board approval subject to the availability of lawfully appropriated funds. All pricing proposed herein shall be firm throughout the first year of the Agreement.

CALENDAR OF EVENTS	
RFP Posting Date	Tuesday, March 26, 2024
Deadline for Questions (See Page 6, Section II. V and Page 23, Section VIII. A)	Friday, April 5, 2024 at 4:00 p.m., CST
Answers to Questions and Any Addendums Posted By (See Page 23, Section VIII. A)	Thursday, April 11, 2024 at 4:00 p.m., CST
RFP Opening (See Page 1)	Friday, April 19, 2024 at 2:00 p.m., CST
RFP Evaluation	Wednesday, April 24, 2024 at 1:30 p.m., CST
School Board Approval	Monday, May 21, 2024
Agreement Start Date	Saturday, June 1, 2024

## II. GENERAL TERMS AND CONDITIONS

**NOTE:** The term "Responder," "Respondent," "Contractor," "Independent Contractor," or "Vendor" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties," when used collectively, will apply to both the School District and the Responder.

**A. GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or

services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

- B. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the School District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- D. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Procurement.
- G. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER:** The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.

- J. INSURANCE AND INDEMNIFICATION:** The Responder agrees to indemnify and save harmless the School District, its officers, Specialists and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its Specialists, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- K. RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- L. LAWS AND REGULATIONS:** Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- M. PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- N. PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, Specialists, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or Specialist who is an employee of the School District and/or is an employee of the



School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.

- P. TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION:** The School District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the School District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the School District and the Responder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) agree to any request by the School District for submission of a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the School District. The School District reserves the right to

determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Procurement Department of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples." All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Proposal in its entirety or in part, and to waive minor irregularities if the Proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Procurement Specialist referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist, in writing, no later than **Friday, April 5, 2024 at 4:00 p.m., CST**. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of a consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addenda issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048> no later than **Thursday, April 11, 2024 at 4:00 PM, CST**. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Procurement Department and are also posted to the School District's Procurement website address at <https://www.escambiaschools.org/Page/1048>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Procurement Specialist noted on page one (1)**. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Procurement Department. Any such contact shall be cause for rejection of your Proposal.

**Y. PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Proposal.

**Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

**AA.ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

### **III. SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

**A. AGREEMENT TERM AND RENEWAL:** Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each Agreement year. All pricing and rates proposed herein shall be firm through the first year of the Agreement.

For successive renewal years, adjustments to rates established in Attachment A will be negotiable and limited to the appropriate Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for South urban; Size B/C as published by the US Department of Labor, Bureau of Labor Statistics in January of each year. Any requests for adjustments must be submitted in writing to the Procurement Department no later than February 1<sup>st</sup> of each following year. Rate adjustments will not be automatic. The most recent twelve (12) month period ending December 31<sup>st</sup> will be used to compute the percentage change in CPI-U. Current year pricing will be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Procurement Department will provide notification of allowable increases, if applicable, by March 1<sup>st</sup>.

**B. LICENSE AND BONDING:** The successful Responder(s) must be properly licensed, bonded, and registered to conduct business in the State of Florida. Responder(s) shall be bondable up to \$1,000,000.00. **The awarded Responder(s) shall be required to obtain a performance bond if the total cost of debris cleanup and disposal assessment is estimated over \$200,000.00.**

**C. PRIOR EXPERIENCE:** The successful Responder(s) shall have been actively involved in the operation of disaster-related debris removal and disposal within the last three (3) years. In response to this RFP, each Responder shall furnish at least three (3) references who can verify the Responder's experience.

**D. BACKGROUND SCREENING REQUIREMENTS:** The Successful Responder(s) will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the Responder and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the School District in advance of the Responder providing any services on School District property while students are present. Responder will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website:<https://www.escambiaschools.org/Page/1047>. Responder will provide the School District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory

requirements. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the School District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Responder agrees to indemnify and hold harmless the School District and its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- E. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the School District under this Agreement shall be that of an Independent Contractor. Neither the Responder, nor its subcontractors, will be considered an Specialist or employee of the School District for any purpose.

As an Independent Contractor, the Responder and its subcontractors are responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes, payroll and other taxes, and Workers' Compensation.

- F. CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder will raise with the School District any questions regarding possible conflict of interest which may arise as a result of such change.

- G. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

- H. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

- I. EXAMINATION OF RECORDS:** The Responder agrees that the School District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

**J. EX PARTE COMMUNICATION:**

1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with School District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.
2. Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with School District Board

members is also prohibited and will result in the rejection/disqualification of the Responders' offer.

3. Any current meetings the Responder has with School District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.
- K. COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the School District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- L. USE OF LOCAL RESOURCES:** As per current FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workers.
- M. ACCIDENT PREVENTION:** Precautions shall be exercised at all times for the protection of persons and property. All Contractors and associated subcontractors shall conform to all Occupational Safety and Health Administration (OSHA), State, and County regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities due to inadequate compliance with these requirements shall be borne solely by the responsible Responder. Barricades shall be provided by the Responder when work is performed in areas traversed by persons or to protect property.
- N. ASSIGNMENT OF WORK:** The School District reserves the right to assign locations as it deems necessary. If, in the School District's opinion, the debris within a zone cannot be cleared in a timely manner by a single Contractor, the School District reserves the right to assign multiple Contractors to a single location.
- O. AMENDMENTS AND MODIFICATIONS:** Any amendments or modifications to this Agreement must be made in writing and upon mutual consent of the Parties.
- P. RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES:** In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the School District and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.
- Q. FORCE MAJEURE:** A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the School District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement, except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the School District. The School District will not hold the Responder in default of this Agreement if the Responder's non-performance is directly caused by a Force Majeure Event. A strike, lockout, or

labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

**R. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Chapters 215 and 287, Florida Statutes, the School District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exist for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation. Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or School District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the School District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.

**S. E-VERIFY:** Pursuant to § 448.095(2) Florida Statutes (2020), Responder shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Responder prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Responder shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Responder shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Responder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Responder shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Responder shall be ineligible for award for a period of at least one (1) year. Responder will certify compliance by completing the attached State of Florida Vendor Certification Regarding E-Verify form (Attachment I) included herein.

**T. SUBCONTRACTING:** No portion of this Agreement may be assigned to a subcontractor without the prior written approval of the School District. Additionally, the subcontracted portion of the Agreement may not exceed twenty-five percent (25%) of the total work for the related Purchase Order without the School District's prior written approval.

**U. MISCELLANEOUS:**

1. The School District will not be liable for any cost incurred in the preparation of Proposals.

2. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The Proposer shall furnish the School District such additional information as the School District may reasonably require.
4. The School District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
5. The School District reserves the right to reject any and all Proposals, and the right, in its sole discretion, to accept the Proposal it considers most favorable to the School District's interests. The School District further reserves the right to reject all Proposals and to seek new Proposals when such a procedure is reasonable and in the best interest of the School District.
6. The School District reserves the right to waive any of the conditions or criteria set forth in this RFP.
7. The School District reserves the right to purchase unlimited quantities of services under this Agreement for any facility operated by the School District.

**V. ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this Proposal, the signatory attests to the applicable certification provisions listed below:

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.
2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
5. Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
6. Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5). 9
7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

11. Rights to Inventions Made Under a Contract or Agreement [2 CFR 200.326 Appendix II (F)].
12. Procurement of Recovered Materials (§200.322), EPA (40 CFR Part 247).
13. Breach of Contract [2 CFR Appendix II to Part 200 (b)].
14. Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].
15. For Small, Minority/Disabled Service Veteran and Women-owned businesses, this solicitation is also posted with the FL state OSD (Office of Supplier Diversity). We encourage all suppliers to register with the Florida Department of Management Services Office of Supplier Diversity at: <https://osd.dms.myflorida.com>

**W. ELECTRONIC SIGNATURES:** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed. All electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

#### **IV. SPECIFICATIONS AND SCOPE OF WORK**

The awarded Responder(s) shall supply all labor, materials, equipment, and other supplies necessary to collect and remove debris from School District property in the event of a declared disaster. Activities include, but are not limited to, debris pickup, debris hauling, debris management, and final disposal of debris to an approved facility. All debris collection and removal activities shall comply with applicable current FEMA guidelines and other applicable federal, state, and/or local regulations. Proper documentation by the awarded Responder(s) is required for all debris removal operations to ensure reimbursement to the School District. The awarded Responder(s) shall coordinate all work with the Debris Manager or designee and the Debris Monitor. Employees of the awarded Responder(s) must be badged by the Escambia County School District or through the State of Florida.

**A. GUIDELINES FOR DEBRIS ELIGIBILITY AND PERFORMANCE OF WORK:** Contractor(s) shall perform all work herein in accordance with established Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and/or Florida Emergency Management, and/or Emergency Operations Center (EOC) regulations or criteria unless otherwise directed. In the event of ambiguity in the Rules and Guidelines, or conflicts between this Agreement and the rules and guidelines, Contractor(s) shall defer to the Debris Manager or designee who will obtain the final ruling from the appropriate agency (i.e. FEMA, the State of Florida, EOC, etc.).

**B. STORAGE AND DISPOSAL OF DEBRIS:** The Contractor(s) will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris at the approved disposal site designated by federal, state and/or local government as applicable ("Disposal Site"). Site operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor(s) reduction, handling, disposal, and remediation operations must be approved, in writing, by the Debris Manager or designee.

Contractor(s) shall deliver all disaster-related debris to School District-approved Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state, federal laws, and regulations.

The School District will provide the Contractor(s) with all approved Disposal Site locations. In the event the School District authorizes the use of any debris collection site, and such site is utilized by Contractor(s), the Contractor(s) shall be responsible for returning each such utilized debris collection site to its original condition following site use. Debris collection site remediation will include, but is not limited to, returning the original site grade, sod, paving, fencing, and other physical features. Debris collection site remediation will also include returning all utilized sites to



their original condition as verified through soil and groundwater samples. Debris collection site remediation will abide by all local, state and federal environmental regulatory requirements and is subject to final approval by the School District and the Florida Department of Environmental Protection (FDEP).

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

The School District reserves the right to inspect debris collection sites, verify quantities, and review operations at any time.

**C. ELIGIBLE DEBRIS:** Responder(s) must coordinate with the Debris Manager or designee who determines specific eligibility requirements for each debris type listed. General debris categories include, but are not limited to, the following:

- Vegetative Debris;
- Hazardous Trees;
- Hazardous Hanging Limbs;
- Hazardous Tree Stumps;
- Construction and Demolition (C&D) Debris;
- Hazardous Waste;
- White Goods;
- Soil, Mud, and Sand
- Vehicles and Vessels
- Putrescent Debris

**D. OTHER DEBRIS:** Debris not defined as eligible in Section C or by the Debris Manager or designee will not be loaded, hauled or dumped under this Agreement unless written authorization to do so is provided to the Contractor(s) by the Debris Manager or designee.

**E. COMPLETENESS OF DEBRIS REMOVAL:** All eligible debris shall be removed. The number of complete passes the Contractor(s) shall conduct through the School District is at the discretion of the Debris Manager or designee. Partial removal of debris piles is strictly prohibited. The Contractor(s) shall not move from one designated work area to another designated work area without prior approval from the Debris Manager or designee. Any eligible debris, such as fallen trees, which extends onto the School District right of way ("ROW") from private property, shall be cut at the point where it enters the School District ROW, and that part of the debris which lies within the School District ROW shall be removed. The Contractor(s) shall not enter onto private property during the performance of this Agreement unless provided written authorization by the Debris Manager or designee.

Loose leaves and small debris in excess of one (1) forty-two (42) gallon disposal bag shall be removed from 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.

**F. OWNERSHIP OF DEBRIS:** All debris residing in the School District ROW and District provided debris collection site(s) shall be the property of the School District. The School District shall retain ownership of all debris until such time as debris is legally disposed of in a Disposal Site approved by the Emergency Operations Center ("EOC").

**G. SERVICES:** Work will include, but not be limited to, the following services:

- coordinating with the Debris Manager, Debris Monitor or designee to determine whether debris is eligible for removal;
- loading debris;
- hauling debris to an EOC-approved Disposal Site;
- offloading debris at an EOC-approved Disposal Site;
- reducing debris at an EOC-approved Disposal Site;
- hauling reduced and/or un-reduced debris to an appropriate, predetermined, School District-approved debris collection site or Disposal Site or landfill in accordance with all applicable federal, state, and local rules and regulations; and
- dumping debris at an EOC-approved Disposal Site in accordance with all applicable federal, state, and local rules and regulations.

**H. CONTRACTOR'S RESPONSIBILITIES:** It shall be the Contractor(s)'s responsibility to load, transport, reduce, and properly dispose of any and all eligible debris which was generated as a result of the disaster event under which the Contractor(s) was issued a Purchase Order(s), unless otherwise directed by the Debris Manager or designee, in writing. These responsibilities include, but are not limited to:

- 1. Emergency Road Clearance:** Contractor(s) shall clear and remove debris from School District roadways to make them passable immediately following a declared disaster event. Unless otherwise ordered by the Debris Manager or designee, all roadways designated by the Debris Manager or designee shall be clear and passable for emergency vehicle use within thirty-two (32) hours of the issuance of a related Purchase Order from the Procurement Department or designee. Clearance of these roadways will be performed as directed by the Debris Manager or designee.
- 2. Eligible Debris Removal and Disposal – General Requirements:** Contractor(s) shall pick up and transport Eligible disaster-related reduced and unreduced debris existing on the School District ROW to an EOC-approved Disposal Site in accordance with all applicable federal, state, local laws, rules, and regulations.

Once a debris removal vehicle has been issued a load ticket from the School District's authorized representative, the debris removal vehicle will proceed immediately to an appropriate EOC-approved Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- 3. Special Requirements for Stump Removal:** Contractor(s) shall be responsible for removing all eligible stumps. Stumps which do not meet eligibility requirements shall be considered regular vegetative debris and converted to cubic yards per the current FEMA Stump Conversion Table.
- 4. Special Requirements for Leaning Tree Removal:** Contractor(s) shall be responsible for removing eligible leaning trees as directed by the Debris Manager or designee. All leaning trees designated for removal shall be marked and properly documented by the Contractor.
- 5. Special Requirements for Demolition, Transport, and Disposal of Eligible Regulated Asbestos-Containing Materials (RACM) and Non-Regulated Asbestos-Containing Materials (Non-RACM) Debris:** Contractor(s) may be required to decommission, demolish, and dispose of C&D debris, up to and including entire structures, which contains RACM and Non-RACM. Under this service, work will include Asbestos Containing Material testing, decommissioning, structural demolition, debris removal, and site remediation.

- a. The School District reserves the right to determine if/when the services listed in Section IV.H.5 are needed. The Contractor(s) shall not perform work under this scope of services unless specifically requested in writing by the Debris Manager or designee.
- b. Decommissioning consists of the removal and disposal of all Hazardous Waste & Materials, E-Waste, White Goods, and Waste Tires from a Non-RACM or RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- c. Removal and transportation of eligible Non-RACM and RACM demolished structures and eligible scattered C&D debris on private property will be performed in accordance with paragraph 2.b., above.
- d. Once the debris removal vehicle has been issued a load ticket from the School District's authorized representative, the debris removal vehicle will proceed immediately to a Disposal Site which accepts Non-RACM or RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. The Contractor(s) is required to strictly adhere to any and all local, state, federal laws and regulatory requirements for the demolition, handling, and removal of Non-RACM and RACM structures as well as transportation of Non-RACM and RACM debris to a Disposal Site.

**6. Special Requirements for Eligible Hazardous Waste Removal, Transport, and Disposal:**  
The Contractor(s) may be required to safely collect, segregate and store eligible hazardous waste, in accordance with all applicable federal, state, and local laws, rules, and regulations for transportation and disposal by the Debris Manager or designee.

- a. If required, the Contractor(s) shall provide appropriately trained Hazardous Waste Operations and Emergency Response (HazWOpER) personnel capable of identifying and properly handling hazardous waste that may be encountered during clean-up operations.
- b. The Contractor(s) shall work with the School District's hazardous waste program managers to safely collect, segregate, and store hazardous waste until such time as School District hazardous waste managers can arrange for proper shipping and disposal of hazardous waste.
- c. The Contractor(s) shall take no action with respect to hazardous waste which jeopardizes the School District's cradle-to-grave responsibility for hazardous waste generated at the School District.

**7. Special Requirements for Eligible Abandoned Vehicles, Vessels, or Other Property:**  
Contractor(s) shall be responsible for the removal and transport of eligible abandoned vehicles, vessels, or other property in areas identified and approved by the School District. The removed eligible vehicles, vessels, or other property will be hauled to a School District-approved staging area and subsequently disposed of according to appropriate procedures. The Contractor(s) shall provide the School District with documentation listing a description of the vehicle, vessel, or other property, the date on which it was removed, the place from which it was removed, and the storage location.

**8. Special Requirements for Eligible White Goods Debris:** White Goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling. Contractor(s) shall be responsible for the removal and transportation of eligible White Goods from the School District ROW to a designated School District-approved facility for recycling. The designated facility for recycling must be approved in writing by the School District. Eligible White Goods containing refrigerants must first have such refrigerants removed by the Contractor(s)'s licensed technicians prior to mechanical loading. Contractor(s) is to provide the School District with

copies of licensed technician certifications. The Contractor(s) is also responsible for emptying and decontaminating any white goods containing spoiled foods.

- a. 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.
- b. 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 the local, state and federal regulatory agencies.
- c. The Contractor(s) shall recycle all eligible White Goods in accordance with all laws, rules, and regulations of the local, state, and federal regulatory agencies.
- d. The Contractor(s) shall separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from other debris and transport it to a designated EOC-approved Disposal Site or School District-designated recycling site.

**I. ON-SITE PROJECT MANAGER:** The Contractor(s) shall provide an on-site project manager to the School District for each debris cleanup project. The project manager shall provide a telephone number to the School District through which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the Debris Manager or designee and Debris Monitor. Daily meeting topics will include, but will not be limited to, volume of debris collected, completion progress, School District coordination, and damage repairs. Frequency of meetings may be adjusted by the Debris Manager or designee. The Contractor(s)'s project manager must be available twenty-four (24) hours per day, or as required by the Debris Manager or designee.

**J. EQUIPMENT:** Responder(s) shall provide proof of ownership or long-term lease (twelve (12) months or more) for all necessary equipment to remove 35,000 – 50,000 cubic yards (CY) of debris in a two-week time period. All trucks and other equipment used by Contractor(s) in fulfillment of this Agreement must comply with all applicable local, state, and federal laws, 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 will effectively contain the debris during transport and permit the truck to be filled to capacity.

1. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a EOC-approved Disposal Site.
2. Trucks or equipment designated for use under this Agreement shall not be used for any other work. Contractor(s) shall not mix debris hauled for others with debris hauled under this Agreement.
3. The School District prefers that the Contractor use mechanical equipment to load and reasonably compact debris into trucks and trailers. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager or designee.
4. Contractor(s) shall be solely responsible for ensuring that its and any subcontractors' employees who will operate equipment under this Agreement are licensed and insured per all applicable laws, rules, and regulations.
5. The Contractor(s) shall provide an on-site office trailer for the duration of the project if required by the Debris Manager or designee.

**K. MOBILIZATION:** Refer also to Attachment C: Mobilization Checklist. Within twenty-four (24) hours of the School District being placed in the National Oceanic Atmospheric Administration

(NOAA) five (5) day hurricane forecast or notification by the local EOC for Escambia County of a severe debris-generating weather event, the Debris Manager or designee shall contact the Contractor(s) regarding potential Agreement activation. The Contractor(s) shall designate a point of contact for the School District prior to a mandatory evacuation of the School District or upon authorization from the School District. It shall be the Contractor(s)'s responsibility to maintain regular contact with the Debris Manager or designee prior to any known threats to determine the timing of proposed mandatory evacuations. Contractor shall review this Agreement upon notification from the Debris Manager or designee. Within twenty-four (24) hours following notification of Agreement activation from the Debris Manager or designee, Contractor shall commence mobilization and staging their equipment. Within forty-eight (48) hours the Contractor(s) shall have at least fifty percent (50%) of the resources requested by the School District mobilized on the School District ROW. Within seventy-two (72) hours following notification of Agreement activation from the Debris Manager or designee, the Contractor(s) shall have one hundred percent (100%) of the resources requested by the School District mobilized on the School District ROW. For unforeseen events (e.g. tornadoes), the Contractor(s) shall report to the School District within eight (8) hours after mobilization orders are issued by the Debris Manager or designee. Contractor(s) shall be responsible for all mobilization costs. the School District reserves the right to retain additional Contractor(s) to the extent deemed necessary.

- L. RAPID RESPONSE CREW:** Contractor(s) shall be required to provide the School District with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately (within a period of twelve (12) hours) to disaster-related debris as directed by the Debris Manager or designee. The RRC assists in the overall cleanup effort by responding to and collecting disaster-related debris which the School District deems a priority for overall School District recovery.
- M. PURCHASE ORDERS:** The School District shall only authorize work under this Agreement through the issuance of Purchase Order(s). Under no circumstances shall the School District be liable for any unauthorized work performed under this Agreement. Purchase Orders may be issued via electronic transmission (i.e. email) or by hard copy.
- N. NON-SCHOOL DISTRICT WORK:** Neither the Contractor(s) nor any subcontractor(s) shall accept or solicit work from private citizens, School District employees, or any other individual, entity, or organization while performing work in the designated work areas during the term of this Agreement. The School District reserves the right to require the Contractor(s) to dismiss or remove from the project any laborers as the School District deems necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.
- O. PERMITS AND FEES:** Contractor(s) shall obtain all permits and incur all fees as required by the current federal, state, and local laws and regulations. Throughout the duration of this Agreement, Contractor(s) shall maintain proper equipment, permits, and licensure as required by all current applicable laws and regulations.
- P. DESIGNATED WORK AREA:** The designated area for debris removal (the School District right-of-way) is bounded by the limits of the various School District sites and may include public property and ROW, School District and utility company easements, and School District debris staging areas, and may include private segments within the boundaries of School District sites. The Debris Manager or designee may also provide written authorization for the Contractor(s) to perform debris removal on non-School District roadways or other areas. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor(s) will be required to provide crews separate from those providing School District ROW debris removal services. Contractor(s) shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible

roadways. The Debris Manager or designee will authorize and approve which services the Contractor(s) shall provide from the scope of services and which zones/areas must be prioritized.

- Q. SAFETY:** The Contractor(s) shall be solely responsible for maintaining safety at all work sites including debris collection site(s) and the Disposal Site. The Contractor(s) shall take all reasonable steps to ensure safety for both workers and visitors to debris collection site(s) and Disposal Sites. Safety at debris collection site(s) and Disposal Sites includes traffic control such as traffic cones and flag personnel. Monitoring towers must be used in accordance with applicable laws. The Contractor(s) shall also be responsible for periodically inspecting all Contractor(s) vehicles (including subcontractors) to ensure that vehicles meet state and federal Department of Transportation (DOT) regulations. The Contractor(s) will be solely responsible for ensuring compliance with all OSHA requirements. Contractor shall assign a safety officer to monitor all debris collection sites and the Disposal Site while services are being performed.
- R. TRAFFIC CONTROL:** The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas and the debris collection sites. The Contractor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the Debris Manager nor his designee shall sign any additional load or unit rate tickets until the safety item is corrected.
- S. 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 Debris Manager or designee and the Contractor(s). Unless directed otherwise, volumetric reduction operations at debris collection sites shall be conducted on a twenty-four (24) hour, seven (7) days per week basis.
- T. PERIOD OF PERFORMANCE:** All authorized work under this Agreement shall be completed within a reasonable amount of time following the associated disaster event. All debris should be cleared from School District property within seven (7) days from the end of a disaster event unless the Debris Manager or designee authorizes an extension(s) for specific location(s) in writing.
- U. LIQUIDATED DAMAGES:** If the School District's operations are impaired due to the Contractor(s)'s non-performance under this Agreement, the School District reserves the right to pursue any and all available legal and equitable remedies in the event of failure by the Contractor(s).
- V. PROPERTY DAMAGES:** The Contractor(s) shall repair any damages to School District property caused by the Contractor(s)'s equipment or employees in a timely manner at no expense to the School District. Any damages to private property shall be repaired at the Contractor(s)'s expense. Failure to restore damage to public or private property to the satisfaction of the Debris Manager or designee will result in the School District withholding final payment sufficient to make the necessary repairs.
- To the extent that the School District deems the Contractor(s) negligent in management practices, the School District may invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor(s)'s work.
- W. EXISTING UTILITIES:** In the event that trees and debris which are to be removed under this Agreement are blocked or entangled with overhead power, telephone, and television cables, Contractor(s)'s shall 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).

The Contractor(s) is solely responsible for making the necessary repairs or paying all costs incurred to repair damages to utilities resulting from the Contractor(s)'s actions, as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Contractor(s).

**X. ENVIRONMENTAL PROTECTION:** The Contractor(s) shall comply with all applicable laws, rules, regulations and ordinances regarding environmental protection.

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

**Y. DOCUMENTATION AND MEASUREMENT:** Contractor(s) must provide the School District with all documentation required for reimbursement.

1. All Contractor trucks used for collection and hauling of eligible debris from the School District ROW to School District-approved debris collection sites or School District-designated Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the Debris Manager or designee. The Debris Manager or designee shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Debris Monitor shall attest to the weighing / measuring process. It is the responsibility of the Contractor(s) to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification and notify the Debris Manager or designee of any discrepancies. Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor(s) name, assigned truck number, and other pertinent information, as determined by the Debris Manager or designee. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a School District-authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the Debris Manager or designee may designate trucks for re-measurement in order to verify weights and volumes.
2. The Contractor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses, that all equipment is inspected and safe for travel on the road, and that safety measures are properly implemented for Contractor(s)'s trucks and equipment during working and nonworking hours.
3. Responders shall provide load tickets for recording pick-up location and tons/cubic yards of debris removal. Load tickets should adhere to applicable laws and the following procedures.
  - a. All load tickets shall be a type that consists of one original and four carbon copy duplicates. Load tickets must document all required information as stated in the Rules and Guidelines including, but not limited to, the following:
    - agreement number
    - contractor's name
    - date

- truck number
- truck driver's name
- debris type
- loading address
- loading date/time (departure from collection location)
- loading site monitor name & signature
- certified truck capacity in cubic yards or tons
- load size in cubic yards or tons
- unloading address
- unloading date/time (arrival at Disposal Site)
- unloading site monitor name & signature

No payment will be made by the School District for incomplete load tickets submitted for payment.

- b. Load tickets will be issued by an authorized representative of the School District at each loading site. The School District-authorized representative will complete the applicable portions of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the debris collection site or Disposal Site, the vehicle operator will present the five copies of the load ticket to the School District-authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the School District-authorized representative present at the debris collection site or Disposal Site. The School District-authorized representative will validate information on the ticket, enter the remaining necessary information, and sign the load ticket. The School District will keep the original copy, two (2) copies will be given back to the vehicle operator for their records and the remaining two (2) copies will be provided to the Contractor(s).
- c. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

**Z. INVOICING AND PAYMENTS:** Services performed under this Agreement will be compensated using Attachment A: Fee Rates for Emergency Debris Removal. Upon completion of authorized work, a detailed invoice must be submitted to the Maintenance Department, Attention: Assistant Director of Maintenance, 30 East Texar Drive, Pensacola, Florida 32503. Invoices may be emailed with the written consent of the Debris Manager or designee. Per FEMA guidelines, invoices must be submitted regularly, and for no more than thirty (30)-day periods. The awarded Responder(s) shall invoice in accordance with the School District's Purchase Order, and must reference the Purchase Order number on all invoices. Invoices will not be approved for payment unless they conform to the requirements of this section and the work has been inspected and accepted by the Debris Manager or designee.

Prior to final invoice payments, the Contractor shall submit all necessary documents requested by the District which are needed for reimbursement from FEMA, the State of Florida, or other agencies (if required). After work has concluded in all designated debris collection zones, Contractor(s) shall receive a letter of completion from the School District.

Contractor shall be responsible for any damages caused to District, public, or private property.



Contractor(s) shall be responsible for all costs not included in this Agreement. The School District shall only provide compensation under this Agreement per the Unit Prices proposed in Attachment A by the awarded Contractor(s).

The Debris Manager or designee will monitor, verify, and document with load tickets the completion of all work, as defined in Section IV: Specifications and Scope of Work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor(s) as backup data for invoice submittals. Work not ticketed or not authorized by the School District will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing any of the information listed in Section IV.Y.3.a. will not be paid.

The Contractor(s) shall not receive any payment from the School District for load tickets related to reduced or unreduced debris transported to and disposed of at any location not designated by the School District as a Disposal Site.

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

Invoices shall be submitted to the School District's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information listed in Section IV.Y.3.a. Invoice detail submittals will be checked against School District records. School District records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be approved for payment by the Debris Manager or designee.

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

The Contractor(s) is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor(s) shall execute release waivers with all subcontractors to release the School District from payment. The release waivers for all subcontractors shall be provided to the Debris Manager or designee prior to final payment(s).

Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this Agreement shall be deducted from the charges billed to the School District.

Contractor(s) must submit a final invoice within thirty (30) days of completion of a project. Completion of all work for the project will be acknowledged, in writing, by the Debris Manager or designee. The final invoice(s) must be marked "FINAL INVOICE." No additional payments will be made after the Contractor(s)'s final invoice(s).

In the event any portion of this scope of services is to be funded by State or Federal funds, the Contractor(s) will comply with all requirements of the state or federal government applicable to the use of the funds. The School District will only pay for those items deemed eligible by applicable law.

The Contractor(s) shall retain all records pertaining to this Agreement and any work or services provided under this Agreement and shall make them available to the School District for a period of five (5) years, or such longer period as required by law.

## V. QUESTIONNAIRE AND RESPONSE

Responder shall provide the information requested in this section by completing Attachment B – Response to Questionnaire and submitting it in the manner prescribed in Section VIII.B.

### A. COMPANY PROFILE (MAXIMUM – 30 POINTS):

Provide the following information and documentation:

1. Primary focus of business dealings as stated on Responder's Florida Business License.
2. Number of years of experience in providing disaster debris removal and disposal services.
3. Address of corporate office and address of office from which services for the School District will be provided.
4. Total number of employees.
5. Organizational chart.
6. Contact names with regular and after-hours phone numbers.
7. Responder's income statements and balance sheets for the most recent three (3) years.
8. Official bonding letter stating that Responder has bonding capability up to \$1,000,000.00.
9. Inventory list of all equipment, either owned or leased (long term lease of 12 months or more), necessary to remove 35,000 – 50,000 CY of debris in a two-week time period.
10. A copy of the Responder's current State of Florida Business License. Pending licenses will **NOT** be accepted.

### B. REFERENCES (MAXIMUM – 10 POINTS):

Provide a list of references for whom you have provided services similar to those outlined in this RFP. Past performance with the School District may also be considered in this section; however, the School District may not be used as one of the three required references. References must be from at least three (3) different entities. The reference list shall include: the client's name and address, contact name, phone number, email address, type of equipment serviced, and the length of time that your company has held a contract for services with the reference. By providing the reference information, you are authorizing the School District to contact the reference to ask questions and obtain information relative to your performance with said reference. Responders should notify the references named in this section that they may be contacted by the School District.

## VI. PRICE PROPOSAL (MAXIMUM – 60 POINTS)

In a **separate, sealed envelope**, provide your completed Attachment A – Price Proposal for the services described in Section IV – Specifications and Scope of Work or Services. No pricing will be given consideration until all proposals are evaluated based on qualification items in Section V.A. through V.B.

## VII. EVALUATION CRITERIA

Points will be awarded based on the responses in each proposal received. The number of points in parenthesis is the total potential points for award. Points awarded by each member of the evaluation committee shall be averaged to determine the total quantity of points awarded in each of the below categories.

#### **A. QUESTIONNAIRE AND RESPONSE (40 POINTS):**

1. Responses to each paragraph in Section V. A. shall be awarded a maximum of three (3) points. A possible total of thirty (30) points will be available for this section.
2. The evaluation committee will determine the score for Section V. B. based on a combination of past performance with the School District and the responses provided by the Responder's references. A possible total of ten (10) points will be available for this section.

**B. PRICE PROPOSAL (60 POINTS):** The maximum total points will be awarded to the Responder with the most competitive Price Proposal. All other Responders will be awarded less than the total maximum points based on their comparison to the most competitive Price Proposal.

Lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder; however, the evaluation committee shall be solely responsible for determining the weight such information will be assigned, if any. Responses received which do not contain **ALL** items listed in this section may be considered non-responsive at the sole discretion of the School District. The Agreement will be awarded to the Responder deemed to be, overall, the most responsive and capable to meet and perform according to the RFP specifications and scope of work.

#### **VIII. PREPARATION AND SUBMISSION REQUIREMENTS**

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the School District.

**A. COMMUNICATION AND QUESTIONS:** Due to time constraints, it is recommended Responders send any questions regarding this solicitation by email to the Procurement Specialist designated on Page 1. The deadline for submitting questions concerning this RFP is **Friday, April 5, 2024 at 4:00 p.m., CST.**

All changes in the specifications contained within this RFP will be made by Addendum. Any Addendum concerning this RFP will be posted to the Procurement Department's web page located at <https://escambiaschools.org/Page/1048>. **PRIOR TO SUBMITTING A BID**, it shall be the sole responsibility of each Responder to contact the Procurement Specialist responsible for this solicitation or visit the School District's website to determine if an Addendum has been issued in order to obtain said Addendum. Any applicable Addendum and answers to any questions received concerning this solicitation will be posted to the Procurement Department's Current Bid Activity webpage by **Thursday, April 11, 2024 at 4:00 p.m., CST.**

In order for the School District to ensure fair and equal treatment of all participating Responders, the below named individual is the School District's only designated representative for this RFP. Responders shall contact this representative for all information regarding this RFP. **Responders who contact any other School District employee, staff, or Board members regarding this RFP are subject to disqualification from participating in this solicitation.**

**B. SUBMISSION REQUIREMENTS:** All documents listed below must be returned in their entirety, **either in person, by mail, or submitted electronically via [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida).** Failure to return all pages of the entire document or any of the items listed below may result in your Proposal not being accepted. Modifications or alterations to this RFP document are prohibited and will result in the rejection of your Proposal.

1. **The entire RFP document (Pages 1 - 40) must be returned when offering.** The signature on the first page must be an original or electronic signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information

and enters a correction, the Responder must initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed will be rejected as a non-responsive Proposal.

2. **Return your original Proposal.** Failure to properly sign and include RFP attachments may cause your Proposal to be rejected. **RFP documents may be printed double-sided with left margin, book-style binding.** Your original Proposal, excluding your Price Proposal, must be submitted in a sealed envelope which must be clearly labeled “**RFP #241604 – DISASTER DEBRIS REMOVAL**” on the outside of the package.
3. **Price Proposal:** This form must be completed in its entirety and signed in the space provided. Original Price Proposals must be provided in a separate, sealed envelope which must be clearly labeled “**PRICE PROPOSAL: RFP #241604 – DISASTER DEBRIS REMOVAL.**” Please ensure that your company’s name is notated where indicated on each page of your Price Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment A.
4. **Response to Questionnaire:** The following items must be completed per Attachment B and included with Responder’s Proposal. Responder’s company name should be listed on each page of Attachment B and any additional attachments, and the form must be signed in the space provided. Failure to return this form and all of the requested items will result in your Proposal not being accepted.
  - i. **Company Profile and Experience:** This item must be completed per Section V.A. (See Page 22).
  - ii. **References:** This item must be completed per Section V.B. (See Page 22).
5. **Business License:** Copy of Responder’s active State of Florida Business license. This document must be current. Pending license will not be accepted.
6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment D.
7. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder’s Proposal. Refer to Attachment E.
8. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder’s Proposal. Refer to Attachment F. Contractor shall furnish proof of the required insurance by certificate of insurance prior to the start of any work.
9. **Drug Free Workplace:** This form, while not required, will be a determining factor in award between two Proposals equal in price, quality, and service. If submitting, this form must be signed and returned with the Responder’s Proposal. Refer to Attachment G.
10. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Refer to Attachment H.
11. **Non-Collusion Affidavit:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment I.
12. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Responder’s Proposal. Refer to Attachment J.

A Submission Checklist has been provided in Attachment K (Page 40) to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. **All Proposals and pricing must be received no later than Friday, April 19, 2024 at 2:00 PM, CST.** When utilizing the US Mail service or other delivery methods, it is recommended that the Responder use a method of delivery that can be tracked (certified mail, overnight courier, etc.). The Responder is responsible for the timely delivery of the full Proposal to the following address:

Escambia County School District  
Procurement Department  
Attention: Tamara Harden, RFP #241604  
75 N. Pace Blvd.  
Pensacola, FL 32505

Any Proposal received after the stated time and date or delivered to any other location **will not** be considered but will be retained by the School District.

## **IX. EVALUATION AND AWARD**

### **A. PROPOSAL EVALUATION PROCESS:**

1. Proposals are received and publicly opened. Only names of Proposers are read at this time.
2. An Evaluation Committee will review, convene, and evaluate all Proposals submitted based on the factors set forth in the RFP. Procurement personnel will participate in an administrative and advisory capacity only.
3. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the Agreement before recommendation of award. This interview is to be based upon the written Proposal received. the School District will not be liable for any costs incurred by the Proposer in connection with such interviews (i.e., travel, accommodations, etc.).
4. All Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of School District staff will be considered. Based on the Proposals received, the School District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial Proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers to make oral presentations.
5. Proposers are advised to provide their best offer with the initial Proposal because the School District reserves the right to award an agreement(s) based on initial Proposals without further discussion or negotiation.
6. The Proposal most advantageous to the School District in its sole discretion will be selected. the School District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable Proposal. In the event that a mutually acceptable agreement between the School District and the selected Proposer(s) cannot be successfully negotiated and executed, the School District reserves the right to discontinue negotiations with such Proposer(s) and to negotiate and execute an agreement with the next-ranked Proposer(s).
7. The School District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The School District will not be liable to any Proposer

for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the School District.

8. The Procurement Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

#### **B. SCHOOL DISTRICT'S RIGHTS AND RESERVATIONS:**

1. The School District reserves the right to accept or reject any or all Proposals.
2. The School District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all Proposals.
3. The School District reserves the right, before awarding the Agreement, to require Proposers(s) to submit additional evidence of qualifications or any other information the School District may deem necessary.
4. The School District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the School District.
5. The School District reserves the right to: (1) accept the Proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the School District; and (2) the School District reserves the right to reject any and/or all items proposed.
6. The School District reserves the right to further negotiate any Proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposer(s), the School District reserves the right to negotiate and recommend an award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

#### **X. BID PROTEST POLICY**

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of an ITB, RFP, ITN or contract may file a protest in accordance with the rules set forth herein.

- A. The School District reserves the right to reject all proposals submitted and re-solicit at any time during the solicitation process.
- B. In the event the products or services that are the subject of the Invitation to Bid, Request for Proposal, Invitation to Negotiate are essential to the operations of the School District, the School Board in order to assure supply of material or continuation of services may direct the award recommendation as presented conditioned upon and subject to the findings of a formal administrative hearing. As such, the Board shall authorize the Director of Procurement and Business Services to negotiate and enter into a short-term contract with the proposed awardee or to purchase essential materials/services on an as needed basis.
- C. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Procurement and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statutes. It is the Contractor's responsibility to ensure timely filing and receipt of protest by the Procurement and Business Services Department.

- D. Within ten (10) days, not including Saturdays, Sundays and District holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Procurement and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
  2. Failure to file the Notice of Protest, formal written protest and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to ensure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Procurement and Business Services Office.
- E. Communications shall continue between the Protester and the Procurement and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- F. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.
1. The parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the parties. All parties have the right to present oral argument and to cross-examine opposing witnesses. All parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
  2. The ALJ shall render his findings of fact and ruling of law. Each party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.
  3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.
  4. If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all costs and charges the Protest Bond will be returned to the Protester.

## ATTACHMENT A Price Proposal

Responders shall enter pricing for each type of debris cleanup listed below. Proposed unit prices must include all applicable costs associated with debris cleanup, including, but not limited to, gathering, reducing, loading, transporting, and dumping debris. Any equipment usage fees, as well as any fees charged by Disposal Sites shall also be included in the unit prices proposed below. All work completed under this Agreement shall be billed and paid in accordance with the unit prices established in this Attachment A. Responder must use load tickets as backup documentation for all applicable invoices per Section IV.Y.3. The School District will not provide compensation under this Agreement for any work which is not invoiced using these unit prices. The following debris type descriptions are used for reference purposes only. Contractor shall refer to the Rules and Guidelines for complete definitions of each debris type.

Item No.	Debris Type Description	Unit of Measure (UOM)	Unit Price
<b>1. Emergency Road Clearance</b> (Work performed shall be limited to the initial period immediately following a disaster event as defined in the Rules and Guidelines.)			
1.1	Clear and remove debris from School District roadways	Hourly	
1.2	Sweeping and gutter cleaning	Hourly	
1.3	Vacuuming inlets	Hourly	
<b>2. Vegetative Debris</b>			
2.1	Loading and hauling Vegetative Debris to debris collection or Disposal Site	Cubic Yard	
2.2	24" – 48" Diameter stump removal	Each	
2.3	>48" Diameter stump removal	Each	
2.4	Removal of hanging limbs (>2" diameter at breakpoint)	Each	
2.5	Removal of leaning trees (Marked for Removal) 6" – 24" diameter at 4.5' above ground level	Each	
2.6	Removal of leaning trees (Marked for Removal) 24" – 48" diameter at 4.5' above ground	Each	
2.7	Removal of leaning trees (Marked for Removal) >48" diameter at 4.5' above ground	Each	
2.8	Reducing Vegetative Debris	Cubic Yard	
<b>3. Construction and Demolition (C&amp;D) Debris</b>			
3.1	Loading and hauling C&D Debris to debris collection or Disposal Site	Cubic Yard	
<b>4. RACM and Non-RACM Debris</b>			
4.1	Loading and hauling RACM Debris to debris collection or Disposal Site	Cubic Yard	
4.2	Loading and hauling non-RACM Debris to debris collection or Disposal Site	Cubic Yard	
<b>5. Soil, Mud, Sand</b>			



Item No.	Debris Type Description	Unit of Measure (UOM)	Unit Price
5.1	Screen debris from soil, mud, and sand	Cubic Yard	
5.2	Loading and hauling of soil, mud, and sand	Cubic Yard	
<b>6. White Goods</b>			
6.1	Loading and hauling of white goods for recycling	Ton	
6.2	Recovery and disposal of hazardous materials (i.e. freon, oils, etc.), per appliance	Each	
6.3	Loading and hauling of electronic waste for recycling	Ton	
<b>7. Abandoned Vehicles, Vessels, and Other Property</b>			
7.1	Mitigation of hazardous substances (i.e. oils, coolants, etc.) per vehicle	Each	
7.2	Removal, hauling, and tracking of vehicles	Each	
7.3	Removal, hauling, and tracking of vessels	Each	
<b>8. Animal Carcasses (Putrescent)</b>			
8.1	Removal and disposal of animal carcasses	Pound	
<b>9. Hazardous Waste and Materials</b>			
9.1	Collection, segregation, containerization, and temporary storage of hazardous wastes and materials	Cubic Yard	
<b>10. Reduced Debris</b>			
10.1	Loading and hauling reduced material to Disposal Site	Cubic Yard	

**RESPONDER'S AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT B**  
**Response to Questionnaire**

**I. COMPANY PROFILE:** Refer to Section V. A.

1. **Primary Focus of Business:** \_\_\_\_\_
2. **Years of Experience:** \_\_\_\_\_
3. **Location of Corporate Office:** \_\_\_\_\_
4. **Location of Office to Serve the School District:** \_\_\_\_\_
5. **Total Number of Employees:** \_\_\_\_\_
6. **Organizational Chart:** Provide as a separate attachment.
7. **Contact Information**
  - a. **Name:** \_\_\_\_\_
  - b. **Phone Number:** \_\_\_\_\_
  - c. **After-Hours Phone Number:** \_\_\_\_\_
8. **Last Three (3) Years' Income Statements & Balance Sheets:** Provide as a separate attachment.
9. **Official Bonding Letter:** Provide as a separate attachment.
10. **Inventory List as Described in Section V.A.9.:** Provide as a separate attachment.
11. **Copy of Current State of Florida Business License:** Provide as a separate attachment.

**II. REFERENCES:** Refer to Section V. B.

**1. Reference #1**

- a. **Company Name:** \_\_\_\_\_
- b. **Address:** \_\_\_\_\_
- c. **Contact Name:** \_\_\_\_\_
- d. **Phone Number:** \_\_\_\_\_
- e. **Email Address:** \_\_\_\_\_
- f. **Length of Contract:** \_\_\_\_\_

**2. Reference #2**

- a. **Company Name:** \_\_\_\_\_
- b. **Address:** \_\_\_\_\_
- c. **Contact Name:** \_\_\_\_\_

d. Phone Number: \_\_\_\_\_

e. Email Address: \_\_\_\_\_

f. Length of Contract: \_\_\_\_\_

**3. Reference #3**

a. Company Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Contact Name: \_\_\_\_\_

d. Phone Number: \_\_\_\_\_

e. Email Address: \_\_\_\_\_

f. Length of Contract: \_\_\_\_\_

\_\_\_\_\_  
**RESPONDER'S AUTHORIZED SIGNATURE:**

\_\_\_\_\_  
**DATE:**

## ATTACHMENT C

### MOBILIZATION CHECKLIST

The following checklist shall be used as a guide. Contractor shall refer to the full Specifications and Scope of Work for a more complete description of services.

Post-Award	
	1. Ensure all designated Contractor and subcontractor employees are badged through the State of Florida or the School District.
	2. Ensure all equipment is operational and safe for travel.
	3. Ensure all applicable licenses and permits are current.
	4. Ensure that the contact information provided to the School District for the designated point of contact is current.
Pre-Mobilization	
	1. Contractor receives notification from the Debris Manager that Agreement activation is pending. Contractor maintains regular contact with the Debris Manager to determine timing of proposed mandatory evacuations.
	2. Contractor shall review the Agreement to ensure full understanding of all services to be performed.
Mobilization	
	1. Disaster strikes the School District.
	2. The School District issues a Purchase Order (PO) to the Contractor(s) for commencement of work.
	3. Rapid Response Crew (RRC) arrives on the School District ROW within twelve (12) hours of notification by the Debris Manager.
	4. Within forty-eight (48) hours after notification by the Debris Manager, Contractor(s) arrives on the School District ROW with at least fifty percent (50%) of the resources requested by the School District.
	5. Within seventy-two (72) hours after notification by the Debris Manager, Contractor(s) has mobilized one hundred percent (100%) of the resources requested by the School District on the School District ROW.

## ATTACHMENT D

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

**(Please read instructions below before completing Certification)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

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NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

---

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT E**  
**ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM**

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



\_\_\_\_\_  
Ellen D. Odom, General Counsel  
Escambia County, School Board  
75 N. Pace Blvd., Pensacola, FL 32505  
05/17/21

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Attachment F

## ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

### A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

### B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:  
Signer:

Initials of each  
Signer:



Kevin T. Windham, CFE, CSRM,  
Director-Risk Management  
Escambia School District  
75 North Pace Boulevard  
Pensacola, FL 32505

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## ATTACHMENT G

### DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature \_\_\_\_\_



**ATTACHMENT H**

**State of Florida  
Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_  
VENDOR'S AUTHORIZED REPRESENTATIVE SIGNATURE

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

Date: \_\_\_\_\_

**ATTACHMENT I**  
**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_ being first duly sworn deposes and says that:

RESPONDER is the

\_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

RESPONDER is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

Such RFP is genuine and is not a collusive or sham RFP;

Neither the said RESPONDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDER, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any RESPONDER, firm, or person to fix the price or prices in the attached RFP or any other RESPONDER, or to fix any overhead, profit, or cost element of the RFP Price or the RFP Price of any other RESPONDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached RFP are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:

**ATTACHMENT J**

**STATE OF FLORIDA  
VENDOR CERTIFICATION REGARDING E-VERIFY**

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or Escambia County School Board (ECSB). ECSD or ECSB may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or ECSB. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or ECSB on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or ECSB and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.

Certified By: \_\_\_\_\_

RESPONDER'S AUTHORIZED SIGNATURE

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

Date: \_\_\_\_\_

## ATTACHMENT K

### Submission Checklist

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section VIII. B. on Pages 23-25.

#### ENVELOPE 1

- \_\_\_\_\_ Complete Proposal (Refer to Section VIII. B. on Pages 23-25) – **One (1), Signed Original**
- \_\_\_\_\_ Request for Proposal (RFP) & Proposal Acknowledgement Form (Page 1)
- \_\_\_\_\_ Company Profile (Refer to Section V. A. on Pages 22)
  - \_\_\_\_\_ 1. Primary Focus of Business on **Attachment B** (Pages 30 – 31)
  - \_\_\_\_\_ 2. Years of Experience on **Attachment B** (Pages 30 – 31)
  - \_\_\_\_\_ 3. Location of Corporate Office on **Attachment B** (Pages 30 –31)
  - \_\_\_\_\_ 4. Location of Office to Serve School District on **Attachment B** (Pages 30 – 31)
  - \_\_\_\_\_ 5. Total Number of Employees on **Attachment B** (Pages 30 – 31)
  - \_\_\_\_\_ 6. Organizational Chart
  - \_\_\_\_\_ 7. Contact Information on **Attachment B** (Pages 30 – 31)
  - \_\_\_\_\_ 8. Last Three (3) Years' Income Statements & Balance Sheets
  - \_\_\_\_\_ 9. Official Bonding Letter
  - \_\_\_\_\_ 10. Inventory List
  - \_\_\_\_\_ 11. Copy of Current State of Florida Business License
- \_\_\_\_\_ Information for Three (3) References on **Attachment B** (Pages 30-31) (Refer to Section V. B. on Page 22)
- \_\_\_\_\_ Attachment C - Mobilization Checklist (Page 32)
- \_\_\_\_\_ Attachment D - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 33)
- \_\_\_\_\_ Attachment E - Escambia School District Public Records Addendum (Page34)
- \_\_\_\_\_ Attachment F - Escambia School District Risk Management Addendum (Page 35)
- \_\_\_\_\_ Proof of Required Insurance (Certificate of Insurance)
- \_\_\_\_\_ Attachment G - Drug Free Workplace (Page 36)
- \_\_\_\_\_ Attachment H - Vendor Certification Regarding Scrutinized Companies Lists (Page 37)
- \_\_\_\_\_ Attachment I - Non-Collusion Affidavit (Page 38)
- \_\_\_\_\_ Attachment J – Vendor Certification Regarding E-Verify (Page 39)
- \_\_\_\_\_ Attachment K – Submission Checklist (Page 40)

#### ENVELOPE 2

- \_\_\_\_\_ Attachment A - Price Proposal (Pages 28 – 29) (Refer to Section VI. on Page 22) Completed in its **ENTIRETY**