



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

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
April 8, 2014

PURCHASING CONTACT & TELEPHONE:
Allison Watson (850) 469-6210

RFP TITLE:
Tree Debris Removal

RFP NUMBER:
#141802

RFP OPENING DATE & TIME:
Monday, April 21, 2014, 1:30 pm CST

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

The School District of Escambia County, Florida, 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 Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, 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 Services or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the RFP opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:
CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY___)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER 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 BIDDER.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION & GENERAL INFORMATION

The Escambia County School District (the District) is soliciting proposals for a five-year agreement for the removal and disposal of vegetative debris during emergency situations initially effective June 1, 2014 to May 31, 2015 and renewed annually upon mutual consent and approval by the Escambia County School Board. Either party can cancel the contract without reason at the end of each contract year. **Cancellation must be in writing and received 90 calendar days prior to the end of each contract year.** Silence from both parties will be considered as acceptance for another successive one (1) contract year at the same terms and conditions.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a 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:** RFP openings will be public on the date and time specified on the Bidder's Acknowledgement form. All RFPs received after the time indicated will be rejected as non-responsive and retained by the District. RFPs by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the RFPs only, details concerning pricing or the offering will not be announced. All RFPs 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 RFP, companies must invoke the exemptions to disclosure provided by law in response to the ITB, 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 Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder'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 Bidder'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 Bidder 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 Purchasing.
- 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 Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder 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 Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder 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 Bidder agrees to indemnify and save harmless the School District, its officers, agents 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 Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder 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 Bidder or held by the Bidder 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 Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders 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. Bidders 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.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP 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 RFPs 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 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, 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 or copy write by reason of the buying, selling or using the goods supplied under this RFP, 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 Bidders must disclose the name of any company owner, officer, director or agent 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 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 Bidder, if Bidder: (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 Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, 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 or more RFPs are equal with respect to price, quality, and service, a RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process. Refer to Attachment B.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no RFP or performance bond is required. However, upon award and subsequent default by Bidder, 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 Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder'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 Bidder 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 District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- 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. Bidders 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 Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) 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 Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office 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. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any RFP protest must be claimed no later than five (5) days after the award of the RFP by the School Board. All unclaimed samples 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, and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance; (4) Other factors as specified in Section III- Special Conditions. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any RFP in its entirety or in part, and to waive minor irregularities if the RFP 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 Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the RFP. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum 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 Purchasing Website address at "www.old.escambia.k12.fl.us/adminoff/finance/purchasing" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their RFP. Questions shall be submitted via email to awatson@escambia.k12.fl.us by Friday, April 11, 5:00 p.m. Answers or an addendum will be posted on the District Purchasing Website by 5:00 p.m. CST, Monday, April 14.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at "www.old.escambia.k12.fl.us/adminoff/finance/purchasing". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida 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 Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your RFP.
- Y. **RFP 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 RFP.

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. Bidder shall be licensed and bonded in the State of Florida with minimum qualifications of three (3) years of regularly engaged business in one of the following occupations:
 - (a) Bulk hauling of debris or fill
 - (b) Construction involving earth removal
 - (c) Demolition work
 - (d) Tree trimming / removal
- B. Bidder shall be bondable up to \$1 Million dollars. A performance bond will be required if the tree damage assessment is estimated over \$200,000.00.
- C. Bidder must be on-site and prepared to work **forty-eight (48) hours** after winds have fallen below tropical storm strength or notification by the Director of Maintenance or designated representative, whichever occurs first. Bidder shall provide proof of ownership or long term lease (12 months or more) for all necessary equipment to remove 35,000 – 50,000 CY of debris in a two-week time period.
- D. Bidder shall be responsible for all mobilization costs.
- E. **Accident Prevention:** Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State, and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the responsible Bidder. Barricades shall be provided by the Bidder when work is performed in areas traversed by persons or when deemed necessary by the designated District Project Manager.
- F. **Additional Work:** The District shall retain the option to add and/or divide locations if it deems necessary. If in the District's opinion, the debris within a zone cannot be cleared in a timely manner by the awarded Bidder, an additional Contractor may be called in to assist with the debris removal.
- G. **Right of Inspection/Cooperation with FEMA, State, or Other Agencies:** In the event that services performed under this contract could be reimbursable from FEMA or other federal, state, or local programs or grants, the Awarded Bidder will work with the 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 backup documentation / justification for all costs associated with items included in this contract, list of materials, and/or equipment used, including amount / time of usage, hours/rates of labor incurred completing items included in this contract. Failure to supply requested information could result in non-payment.
- H. **Insurance Requirements:** (Refer to Attachment A) Upon award, Bidder shall submit proof of insurance.

- I. **Price Adjustments:** All pricing and rate schedules proposed herein shall be firm through May 31, 2015. Adjustments to pricing will be negotiable and limited to the appropriate CPI Index for Urban SE United States. Increases are not automatic and must be submitted in writing to Ms. Allison Watson, Purchasing Department, 75 North Pace Blvd., Pensacola, FL 32505, by February 1 of every year to become effective on the anniversary date of the contract June 1. Increases may not exceed the percentage increase for the most current 12-month CPI index indicated above or 10% whichever is less.
- J. **Invoicing:** Until the contract work has been completed, inspected, and approved by the designated District personnel, the total payment shall not exceed 90% of the invoice billing. The final payment of 10% shall be held in a retainage account until final completion of all District work and all necessary documents have been submitted for reimbursement (if required).
- K. **Documentation and Required Enclosures:** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on the page 11 and 12 of the RFP document) must be signed and returned with the RFP. **Failure To Return This Form May Result In The RFP Not Being Accepted.**
- L. **Background Screening Requirements:** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract 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 in advance of the vendor providing any services on campus while students are present. The vendor 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 vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: <http://ecsd-fl.schoolloop.com>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor 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.
- M. **FLORIDA'S PUBLIC RECORDS LAW:** Respondent shall comply with Florida's Public Records Law. Specifically, the Respondent agrees that it will:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the services performed by Vendor under the Agreement.
 - b. Provide the public with access to such public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statute, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or that are confidential and exempt from public records requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer to the District, at no cost, all public records in possession of Vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
 - e. The failure of the Vendor to comply with the provisions set forth shall constitute a default and breach.
- N. **EX PARTE COMMUNICATION:**
- a. Ex parte communication, whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District personnel involved with or related to this Bid, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Bidder's offer.

- b. Ex parte communication whether verbal or written, by any potential Bidders or representative of any potential Bidders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Bidder's offer.
- c. **Any current contractor meetings with District staff and administration, or instructional personnel shall at no time include any conversation regarding the Bid.**
- d. **Questions regarding the Bid/RFP must be directed to the Purchasing Agent listed on page one within the timeframe provided for clarifications and interpretations under letter V, General Terms and Conditions (Section II), page 5.**

IV. SCOPE OF WORK OR SERVICES

- A. The awarded Bidder(s) shall operate in compliance with all federal, state, and local laws and regulations pertaining to debris removal and disposal from the site pickup to temporary landfill (if necessary) to final disposal. Bidder shall be responsible for obtaining all necessary City/County permits. The Bidder(s) shall receive approval from the District regarding disposal sites prior to unloading debris.
- B. Emergency work shall be defined as services needed due to state of emergency declaration by federal, state, or local governmental agencies or the Superintendent of Escambia County School District.
- C. Hazardous Waste: Any hazardous waste found shall be segregated from other debris, secured and set-aside and the Bidder shall notify the Director of Maintenance at 469-5330. The District shall be responsible for removal and transportation.
- D. Haul Distance: Haul distances will vary from location to location. Escambia County covers approximately 50 miles. Bidder shall include in his unit pricing all costs associated with removal to the disposal site regardless of pickup location.
- E. The District reserves the right to prioritize the work locations within the county. If so, the awarded Bidder(s) shall cooperate and respond according to the District's priority list.
- F. The awarded Bidder(s) shall provide adequate means of containing loads while transporting. Debris must be prevented from being blown or bounced off transport vehicles. Tailgates are encouraged, but optional.
- G. The awarded Bidder(s) shall clean to the satisfaction of the Director of Maintenance or designated representative all paved areas after clearing.
- H. Areas repaired by the awarded Bidder(s), such as ruts and gouges, shall be repaired to the original condition.
- I. The awarded Bidder(s) shall submit daily reports to the Director of Maintenance or designated representative showing locations cleared during the past 24 hours.
- J. The District shall have an inspector in each location in which removal is taking place and will have an inspector in the unloading area.
- K. Storage of Equipment: The awarded Bidder(s) shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic/safety hazard.

- L. **Property Protection:** a.) The awarded Bidder(s) shall use every method at its disposal to protect all properties they are working on/around. If the District's Project Manager finds unnecessary damage to properties (public or private), the District shall invoke its authority to immediately terminate the contract and pay the awarded Bidder for work completed to date. The termination shall be effective immediately upon written notice by the District. b.) The awarded Bidder(s) will take care and assume responsibility for damage caused to mail boxes, sprinklers and lawns, etc. c.) The awarded Bidder(s) shall be held responsible for repairing or replacing property which is damaged by the awarded Bidder(s) to the satisfaction of the District.
- M. The awarded Bidder(s) understands the Florida State Department of Transportation, FEMA, or other public or private agencies may assign clean-up crews/equipment within Escambia County to assist with recovery. The awarded Bidder shall not assign **any** penalty to the District or other public entities due to the acceptance of this assistance.
- N. The District reserves the right to utilize this contract in the event of other natural disasters (i.e., tornadoes, etc.)
- O. The awarded Bidder(s) shall assign a project manager to work with the Director of Maintenance or designated representative.
- P. The awarded Bidder(s) must operate with extreme care in order to leave the site location in a suitable condition which provides a safe environment for the students and District personnel.
- Q. For conservation purposes, the awarded Bidder(s) shall have a certified Arborist on staff or have the ability to obtain consulting services from a certified Arborist to handle any District requirements.

V. QUESTIONNAIRE AND RESPONSE

The Bidder will complete the information requested in this section. Your proposal will discuss the following in the sequence listed below.

A. **Company Profile:** Bidder shall present a company profile to include:

- Primary focus of business dealings (Include a copy of FL State Business License)
- Years in business (Include location of home office and local Escambia County, FL office)
- Number of total employees and supervisors
- Contact personnel names w/regular and after hour phone numbers
- Three Business References (Similar in size to the Escambia County School District)
- Inventory List of purchased and/or long term lease (12 months or more) for all necessary equipment to remove 35,000 – 50,000 CY of debris in a two-week time period

B. **Pricing (Complete and submit all pricing on Attachment C)**

Pricing shall be "all-inclusive" for all necessary costs and expenses such as overhead, profit, reimbursables, lodging, fuel, repairs, fingerprinting, consulting services, etc. Bidders may submit pricing for emergency work. Estimated 2014 – 2015 expenditures for tree debris removal: \$50,000.

Awarded Bidder(s) shall use similar invoicing format as **Attachment C** when submitting invoices for payment. **Bidder(s) shall also provide copies of disposal tickets with invoices to the Director of Maintenance for approval.**

VI. EVALUATION CRITERIA AND AWARD

The RFP shall be evaluated based on the responses to the Questionnaire, Section V. Each response shall be reviewed by an evaluation committee and awarded points. The best response will receive the highest number of points for that response with all other responses receiving an amount less than the maximum. The Bidders who score the highest points will be recommended for awards. It is the District's intent to award to multiple Bidders for emergency work.

1. Company Profile (50 points)
2. Pricing (50 points)

VII. REQUIRED SUBMITTALS NEEDED FOR RFP EVALUATION/AWARD

- Signed RFP Document pages 1-10
- Copy of FL Business License
- Risk Management Insurance Addendum (Attachment A)
- Drug Free Workplace Form, If applicable (Attachment B)
- Pricing/Sample Invoice Spreadsheet (Attachment C)
- Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form
- Letter from an accredited bonding agency stating Bidder is bondable up to \$1 Million dollars
- Company Profile:
 - a.) Primary focus of business dealings (Includes location of home and local offices)
 - b.) Number of years in business
 - c.) Number of employees and supervisors
 - d.) Contact personnel names with phone number, resume, and location
 - e.) Three Business References (Similar in size to the Escambia County School District)
 - f.) Inventory List of purchased and/or long term lease (12 months or more) for all necessary equipment to remove 35,000 – 50,000 CY of debris in a two-week time period.
 - g.) Sample copy of invoice similar to Attachment C

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 whom 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 proposal 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 proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of 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 it 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.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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 negligent or wrongful 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 negligent or wrongful operation of any program, which is the subject of, or is related to the performance of this agreement, or any breach of this agreement by Signer (including its sub-contractors, officers, agents, and employees). 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 \$500,000 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 construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and 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 an Owners and Contractors General Liability Insurance policy in the amount of \$500,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. 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:

Initials of each Signer:

Kevin T. Windham, CFE, Director
Risk Management
Escambia School District
215 West Garden Street
Pensacola, FL 32502

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid 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 bids 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 bid 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 bid, 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 _____

Description	Unit	Pricing For Emergency Work Per Tree or UOM Cost (To Include All Costs With Removal To Disposal Site Regardless of Pickup Location Within 50 Miles)
<p>Tree removal by diameter class. Locations with trees that can only be brought down via the "Climbing Method" over structures. Homes, buildings, utilities or public right of way (ROW). Contractor will remove identified trees that must be brought down using the Climbing Method, which can only be accomplished using the "Cut & Drop" method. Trees must be climbed and the fall area will allow for the "Cut & Drop" method.</p>	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
<p>Tree removal by diameter class. Contractor will remove trees that can only be accessed via "Mechanized Equipment" (ie Bucket trucks, Skid Steer Loaders, Log Skidders, Excavators, Wheel Loaders, etc)</p>	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
<p>Tree removal by diameter class. Trees that are uprooted and fallen in open areas, with easy access or are fallen on already damaged structures. Price includes removal of tree and removal of debris.</p>	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
<p>Tree removal by diameter class. Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure. Prices includes flush cutting stump even with ground and removal of debris.</p>	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
<p>Tree removal by diameter class. Trees broken in two parts or snapped in half with crown previously removed with a minimum of 10 foot of trunk still attached. Price includes flush cutting stump even with ground and removal of truck sections.</p>	<12" diam	
	12" to 24" diam	
	24" to 48" diam	

Description	Unit	Pricing For Emergency Work Per Tree or UOM Cost (To Include All Costs With Removal To Disposal Site Regardless of Pickup Location Within 50 Miles)
Tree removal by diameter class. Trees that meet the above criteria but require "Specialized Equipment" (I.E.: Use of cranes to stabilize tree during removal). Includes Debris Removal.	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
Incidental trimming to remove storm damaged and hazardous broken and hanging limbs 2" and larger in diameter. Includes Debris Removal.	Each	
Placement of fill after removal of uprooted stumps related to storm damage.	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
	>48"	
Stump Grinding	<12" diam	
	12" to 24" diam	
	24" to 48" diam	
	>48"	
Placement of fill after removal of uprooted stumps related to storm damage	Cubic Yard	
Removal of Palm Trees and Debris	Each	
Removal of fallen wooden light or utility poles (With all wires already removed)	Each	

Description	Unit	Pricing For Emergency Work Per Tree or UOM Cost (To Include All Costs With Removal To Disposal Site Regardless of Pickup Location Within 50 Miles)
Removal of debris to disposal location including tipping fee	Cubic Yard	
Hourly Rate for Pruning & Miscellaneous Work	Hourly	
Tub Grinding After Debris Is On The Ground	Daily Rate	