

**ITB 2019C-02
ADDENDUM NO. 3**

ISSUE DATE: 01/29/19

FSCJ ITB NUMBER: 2019C-02

FSCJ BID TITLE: EMERGENCY TREE AND VEGETATIVE DEBRIS REMOVAL SERVICES

The above numbered solicitation is amended as follows:

- Attachment "A" Clarifications, Questions and Answers
- Attachment "B" Addendum 3 Section 5.00 Revised Cost Sheet/5.01 Revised Interrogatories
- Attachment "C" FEMA Stump Conversion Table
- Attachment "D" Campus Site Acreage Spreadsheet
- Attachment "E" College Campus Site Plans (In Separate File)

The hour and date specified for receipt of bids:

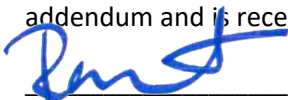
is not extended, remains: 02/28/19
 is extended until: _____
 posting date is extended until: _____

Except as provided herein, all terms and conditions of the solicitation, including changes made by all prior addenda (if any), remain unchanged and in full force and effect.

Bidders must acknowledge receipt of this addendum prior to the time set for receipt and opening of bids as specified in the solicitation, or as amended, by one of the following methods:

- (a) By signing and returning one copy of this addendum.
- (b) By acknowledging receipt on the copy of the bid submitted.
- (c) By separate letter, telegram, telephone facsimile (904-632-3087), or email referencing the solicitation and addendum numbers. Email purchasing@fscj.edu

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this addendum, you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this addendum and is received prior to the opening hour and date specified.



Randi Brokvist
Executive Director of Purchasing

(Complete this portion)

TO BE RESPONSIVE ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF ADDENDUM #3

COMPANY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

FSCJ BID TITLE- EMERGENCY TREE AND VEGETATIVE DEBRIS REMOVAL SERVICES

2019C-02 ADDENDUM NO. 3

CLARIFICATIONS

1. **To Be Responsive**, the attached Addendum 2 Attachment "C"; Section 5.00 Revised Cost Sheet and Revised Sections 5.01-5.12 Interrogatories **MUST** be utilized for the submission. The original ITB Sections 5.00 and 5.01-5.12 **will not be accepted**.
2. **Change of contract terms**: In an attempt to avoid causing financial strain on awarded contractor(s), Section 1.03 paragraph 1 shall be revised to read; "It is the College's intention that the resultant indefinite quantity contract(s), would be for **an initial fixed price two 2-year fixed rate contract period of 5/1/19 through 4/30/21 with optional two (2) year extension term periods, not to exceed \$100,000 per contract per term period**. Renewal of each term would be subject to satisfactory performance, continued need, terms and conditions, mutually agreeable rates, with District Board of Trustees' approval of extension and continued receipt of adequate appropriations by the State of Florida Legislature. Rates may be negotiated at the time of renewal, with the same terms and conditions applying.
3. Bidders are to note that the question period has expired.

QUESTIONS AND ANSWERS

Question 1: Page 3 states "This is not a comprehensive list of required documents. It is the proposers' responsibility to submit all required documents." The ITB packet contains all the documents listed above this statement and the website listed on the previous page only provides what we have and addendum 1.

a. What other documents are required? How can we obtain them?

Response 1: *All required documents are within the ITB including a reference to any forthcoming Addendums which may be issued and are posted on www.fscj.edu/bids and the VBS at www.myflorida.com.*

Question 2: Page 5 states there's a contract period from 5/1/19 to 4/30/24 with a 1 year renewal. P24 states the contract period is 5/1/19 to 6/30/19 with a 1 year renewal.

a. Which is correct?

Response 2: *Refer to Clarification #2 above.*

Question 3: Page 28 Attachment C, Minority Business Enterprise, is a form to affirm that our company is a MBE/WBE.

a. Is this bid set aside for MBE/WBE?

b. If not, can we complete the form with N/A?

Response 3: *a. The College does not set aside contracts for MBE/WBE firms.*

b. The Minority Business Enterprise (MBE) Form must be signed and returned whether or not your firm is claiming MBE status. If you are not a MBE/WBE firm, complete the form stating Minority Type as NM for Not Minority. If your firm is claiming Certified MBE status, please include your certificate in your bid.

Question 4: The following General Terms & Conditions do not have signature lines:

- i. A-Cooperative Purchase Agreement
 - ii. B-Terms and Delivery
 - iii. C-Tobacco and Smoke Free
 - iv. E-Disclosure of Employee with Supplier
- a. Does each clause need to be signed? Or is the signature line for Drug Free Workplace to agree to all others in the General Terms & Conditions?

Response 4: *Per signing page 2, the Officer's Authorized Signee agrees to the statement above their signature which reads "I certify that this Bid is made without prior understanding, agreement, or connection with any other company or person and is in all respects have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this ITB for the company submitting it." The officer should also sign any additional forms or areas that requests a signature.*

Question 5: Does Attachment F need to be completed and included with the proposal?

- a. If the attachment is required, does the 25% minority goal apply?

Response 5: *No. It is not required to be returned with the bid. It is provided for an example and notification of the contract expectancies upon award to a proposer. Once an award is made a contract will be executed and the 25% minority goal would apply.*

Question 6: Does the College only require 1 original proposal?

Response 6: *Yes. The proposal must be signed and submitted by the deadline date and time.*

Question 7: To qualify for FEMA reimbursement, bid items #11 & #12 for hanging limbs would need to be per tree and not per limb. We would recommend having it updated to meeting FEMA guidelines for reimbursement.

Response 7: *See Attached 2019C-02 Addendum 2 Revised Cost Sheet*

Question 8: Bid Item #13 is stump removal between 4" to 12" diameter. For FEMA guidelines, stumps less than or equal to 24" would utilize the FEMA stump conversion table to convert to a Cubic Yard volume for FEMA reimbursement.

Response 8: *See Attached 2019C-02 Addendum 2 Revised Cost Sheet*

Question 9: #17 and #18 under Vegetative Waste Removal is per container per pickup. We would recommend using per cubic yard in lieu of container per pickup to ensure FEMA reimbursement.

Response 9: *See Attached 2019C-02 Addendum 2 Revised Cost Sheet*

Question 10: #19, vegetative waste disposal should be a pass through cost with no markup for FEMA participation in reimbursement.

Response 10: *See Attached 2019C-02 Addendum 2 Revised Cost Sheet*

5.00 Revised Cost Sheet			
Revised Cost Sheet			
<i>To be responsive, submission must include costs for all requested services below.</i>			
BIDDER'S NAME:			
Item	Description	Unit of Measure	Unit Price*
Standing Tree Removal Services Including Stump removal as defined in Section 2.02			
1	Up to 12" diameter at DBH-54"	Per Tree	
2	13" to 24" diameter at DBH-54"	Per Tree	
3	25" to 36" diameter at DBH-54"	Per Tree	
4	37" to 48" diameter at DBH-54"	Per Tree	
5	49" to 60" diameter at DBH-54"	Per Tree	
Fallen/Leaning Tree Removal Services Including Root Ball as defined in Section 2.02			
6	Up to 12" diameter at DBH-54"	Per Tree	
7	13" to 24" diameter at DBH-54"	Per Tree	
8	25" to 36" diameter at DBH-54"	Per Tree	
9	37" to 48" diameter at DBH-54"	Per Tree	
10	49" to 60" diameter at DBH-54"	Per Tree	
Tree Trimming/Limb Thinning as defined in Section 2.03			
11	Limb Less than 2" Diameter	Per Tree	
12	Limb 2"and Greater in Diameter	Per Tree	
Stump Grinding/Removal As defined in Section 2.04			
13	Per the FEMA Stump Conversion Table (See Attachment "C")	Per Cu. Yd.	
Vegetative Waste Removal as defined in Sections 2.05 & 2.06			
14	Vegetative Waste Disposal	Per Ton	
<i>*For Analytical purposes, all quantities are to be calculated as 1 each.</i>		Grand Total:	

REVISED 5.01-5.12

5.01 List the type of Current licensures your firm has to perform the type of work in the State of Florida?

Have you attached copies of all current licensures: **Attached?** Yes _____ No _____

5.02 Does you firm have a Certified Arborist on staff? **Yes _____ No _____**
 If no, when Certified Arborist is subcontracted, the Contractor shall supply their current and valid license to perform such services prior to services rendered.

5.03 Has your firm attached a copy of the Florida Department of State issued Certificate of Incorporation?
Yes _____ No _____

5.04 Year bidder's business started? _____

5.04.1 Number of year's proposer has been providing Tree and Vegetative Debris Removal Services as specified herein? _____

5.05 Is Tree and Vegetative Debris Removal Services your primary business?
Yes _____ No _____

If No, Please briefly describe your primary business: _____

5.05.1 What percentage of your business is the result of Tree and Vegetative Debris Removal Services?
 _____ %.

5.06 Experience Record - List below five (5) service contracts you have lost for similar services as defined herein in the past three years. (If none, state "None").

Client Name	Date Contract Was Terminated	Length of Contract Held	Contact Name	Phone #

5.07 Bidders shall list below 3-5 related clients of previous experience your Company has provided similar services as defined herein you have managed at least three (3) years.

Client	Type of Services/Contract Provided	Contact Name	Phone #	# Years of Contractual Relationship

5.08 Your company agrees to provide FSCJ, if awarded this contract #2019C-02, a certificate of insurance to the limits defined in “General Terms and Conditions” paragraph 8.01.

Agreed? Yes _____ No _____

5.09 Satisfactory Resolution of Claims: Has your firm ever been debarred or suspended by any federal, state, or local agency?
Yes _____ No _____

5.10.0 By submitting Attachment “D”, Public Entity Crimes (PURCHASES GREATER THAN \$35,000 IN VALUE)

As a bidder, our company attests we have not been convicted of a public entity crime of the State of Florida or any federal agency and are not listed in the federal Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

Pursuant to OMB Circular a-110, Subpart B, Section 13 a person or affiliate who has been placed on either the federal excluded parties list system or the State of Florida convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal or enter into a contract to provide any goods or services to a public entity, may not submit a bid/proposal or enter into an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or energy performance contractor under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for category two (i.e. \$35,000) while on the convicted contractor list. The excluded parties’ list system can be found at <https://www.sam.gov/portal/SAM/#1>

Attached? Yes _____ No _____

5.11.0 Payment Terms: Is your company participating in the Virtual Payment System referenced in ITB Section 1.011?

Yes _____ No _____

5.11.1 If your company accepts credit card payments as, please disclose any additional fees that would be charged.
Fee \$ _____

5.12 **ALTERNATE FUNDING SOURCE REQUIREMENTS:** Whenever applicable such as an event of a hurricane hitting Jacksonville, etc., the Contractor will adhere to all applicable Federal, State, and local ordinances, **to include, but not limited to:**

- Federal Civil Rights Act of 1964
- Immigration Reform and Control Act of 1986
- State of Florida Workers' Compensation Act
- Davis-Bacon Act
- Occupational Health and Safety Act
- Environmental Protection Agency Laws
- Florida Environmental Protection Division Regulations
- Florida Department of Transportation Regulations
- Copeland Anti-Kick Back Act
- FEMA 2 C.F.R. Part 2 Appendix II and C.F.R. Part 3002

Agreed? Yes _____ No _____

**(If yes, please submit Addendum 3 Section 5.12, Exhibit A, signed and dated.
(If no, please provide certification statement on company letterhead stating such.)**

Appendix II to Code of Federal Regulations (C.F.R. Part 200)—**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-

Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Authorized Signature (Print & Sign)

Date

Attachment 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

FLORIDA STATE COLLEGE AT JACKSONVILLE					
SITE INVENTORY					
2018-19 SUMMER (END-OF-TERM DATA ONLY)					
SITE				SITE COUNTY	
NBR	NAME	TYPE	AREA-ACRES	NUMBER	NAME
1	DOWNTOWN CAMPUS	Campus	32.92	16	DUVAL
2	NORTH CAMPUS	Campus	159.33	16	DUVAL
3	KENT CAMPUS	Campus	37.89	16	DUVAL
4	SOUTH CAMPUS	Campus	337.70	16	DUVAL
5	BARTRAM CENTER	Special	10.00	16	DUVAL
6	NASSAU CENTER	Special	102.00	45	NASSAU
7	DEERWOOD CENTER	Special	14.10	16	DUVAL
8	CECIL CENTER	Center	140.50	16	DUVAL
10	ADMINISTRATIVE OFFICES	Special	6.53	16	DUVAL
11	MAIN STREET BLDGS	Special	2.07	16	DUVAL

2019C-02 Addendum 3 Attachment E FSCJ Site Plans
(See Separate File)

Florida State College at Jacksonville is a member of the Florida College System and is not affiliated with any other public or private university or college in Florida or elsewhere.

Florida State College at Jacksonville does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in its programs or activities. Inquiries regarding the non-discrimination policies may be directed to the College's Equity Officer, 501 West State Street, Jacksonville, Florida 32202 | (904) 632-3221 | equityofficer@fscj.edu.

Florida State College at Jacksonville is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award the baccalaureate and associate degree. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, or call (404) 679-4500 for questions about the accreditation of Florida State College at Jacksonville. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.