

Intent to Respond Notice

INVITATION TO BID # 2019C-02

**Title: EMERGENCY TREE AND VEGETATIVE DEBRIS
REMOVAL SERVICES**

For companies learning of this solicitation from the Internet, please FAX this form today to the Florida State College at Jacksonville Purchasing Department (904) 632-3087, due to the possibility of an addendum being issued changing information. This will place your company on the mailing list for any addendums issued.

Note: Failure to respond to an addendum issued may result in your bid/proposal response being considered Non-Responsive.

Company name: _____

Address: _____

Contact Person: _____

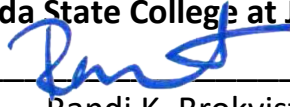
Phone #: _____

Fax #: _____

E-mail: _____

Contact Karen Hart at khart@fscj.edu for additional information if needed.
Address: 501 West State Street, Jacksonville, FL 32202
Telephone Number: 904.632.3358

Note: PRE-BID CONFERENCE: The College has scheduled a Non- Mandatory attendance ITB Pre-Bid Conference on 1/16 /19 at 10:00 a.m. at the Advanced Technology Center, 401 West State Street, Room T116, Jacksonville FL 32202.

FSCJ INVENTATION TO BID:	2019C-02	ISSUE DATE:	1/3/19
BID TITLE:	EMERGENCY TREE AND VEGETATIVE DEBRIS REMOVAL SERVICES		
BID OPENING DATE & TIME:	2/4/19 2:00PM (All times are Local Jacksonville FL Time)		
ITB Non-Mandatory Pre-Proposal Conference	1/16 /19 @ 10:00 a.m. at the Advanced Technology Center, 401 West State Street, Room ATC-T116, Jacksonville, FL 32202		
PURCHASING AGENT:	KAREN HART		
FLORIDA STATE COLLEGE AT JACKSONVILLE 501 WEST STATE STREET Suite 305 JACKSONVILLE, FL 32202-4068 Submittal Format is available electronically at www.fscj.edu/bids & www.myflorida.com	INVITATION TO BID AND BID TENDER For Florida State College at Jacksonville:  _____ Randi K. Brokvist Executive Director, Purchasing		

VENDOR INFORMATION

Each supplier desiring to be maintained in the College's computerized bidders list for future solicitations is requested to return this single form (only) when submitting a "No Bid".

Bid (see attached) No Bid Reason for Submitting "No Bid":

COMPANY SUBMITTING BID:			
MAILING ADDRESS:			
FEDERAL ID #			
CITY:			
STATE:	ZIP:	TEL:	
FAX:	EMAIL:		

Minority Business Enterprise Type: #

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership).

Minority Solicitation & Participation: It is Florida State College at Jacksonville "Minority (MBE) Outreach Monitoring Policy" to encourage maximum solicitation (invitation to bid) and participation by minority firms in its purchase contracts. To this end, minority and non-minority firms bidding as general Contractors are encouraged to conduct similar outreach efforts in its subcontract processes, as your efforts will be monitored by the College's District Board of Trustees. While the College does not establish specific goals for minority "set-asides", it does have a 25% minority solicitation (invitation to bid) monitored goal with awards being to low bidder meeting specification. Since implementation of the College Minority Outreach Program in December 1, 1991, minority/small business solicitations have been provided to 25% W/MBE firms, and awards to minorities have increased considerably on College purchase contracts.

**"CERTIFICATE OF INDEPENDENT PRICE DETERMINATION"
IMPORTANT!! SIGNATURE BLOCK**

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.

Officer's Authorized Signature	Officer's Typed Name & Title

TO BE RESPONSIVE, SIGNATURE OF OFFICER AUTHORIZED TO BIND THE COMPANY SUBMITTING THIS BID IS REQUIRED

POST DATE:	On or about 2/11/19	REMOVE DATE:	2/14/19
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BIDDER'S CHECKLIST

This checklist is for the convenience of the company submitting a bid and may be used to assist ensuring sections of the bid are properly completed and returned. A copy of this sheet may be retained in your files as a record of your response to this offer.

ON THE INVITATION TO BID SHEET:

1. Company name, mailing address, telephone, FAX number and Federal ID# blocks are all correctly entered on the Invitation to Bid Sheet?
Yes ___ or No ___?
2. Minority Business Enterprise Type # correctly entered?
Yes ___ or No ___?
3. If NO BID is returned, have you stated your reason(s) for no bid?
Yes ___ or No ___?
4. Supplier's typed name and title correctly entered?
Yes ___ or No ___?
5. Is your bid page #1 signed by an authorized officer of the company submitting this bid?
Yes ___ or No ___?
6. Have you completed the Request for Taxpayer Certification (W-9) form noting your tax employer identification number (or SSN) in the appropriate block?
Yes ___ or No ___?

PROPOSERS SHALL RETURN THE FOLLOWING DOCUMENTS WITH THEIR PROPOSAL:

1. Signed Bid Sheet
2. Cost Sheets
3. Signed General Terms and Conditions Sections:
 - a. Cooperative Purchase Agreement
 - b. Terms And Delivery
 - c. Tobacco and Smoke Free
 - d. Drug-Free Work Place
 - e. Disclosure Of Employee Relationship With Supplier
4. Site-Visit Certification Form (Attachment A)
5. W-9 (Attachment B)
6. Minority Business Form (Attachment C)
7. Public Entity Crimes Form (Attachment D)
8. Owned Equipment List Form (Attachment E)

Note: This is not a comprehensive list of required documents. It is the proposers' responsibility to submit all required documents.

**BIDS RECEIVED UNSIGNED ARE CONSIDERED NON-RESPONSIVE AND ARE NOT ELIGIBLE FOR AWARD!
PLEASE ENSURE THAT YOUR BID PAGE #1 IS SIGNED BY AN AUTHORIZED OFFICER FOR THE COMPANY.**

Florida State College at Jacksonville serving over 50,000 students annually in Duval and Nassau Counties is the tenth largest community college in the country. At this time, the College has a requirement your company could potentially provide.

The College is soliciting Invitation to Bid for the purchase of: Emergency Tree and Vegetative Debris Removal Services from certified, qualified firms that can partner with the College during times when an emergency response is needed and during times when a Declared Natural Disaster has been issued with the ability to follow FEMA regulations for the College's reimbursement. This ITB solicits a level of exceptional Emergency Tree and Vegetative Debris Removal Services from the finest Emergency Tree and Vegetative Debris Removal Services operations. Further, a service that is time sensitive and responsive to the emergency needs of the College and compatible with the educational and cultural objectives of the College.

The College invites your company to submit a sealed proposal in response to this ITB #2019C-02 to provide "as needed" emergency tree and vegetative disaster recovery services including tree inspection, trimming, and tree and vegetative debris removal and related services.

Florida State College at Jacksonville will accept **SEALED** bids **labeled #2019C-02** delivered to **Florida State College at Jacksonville**, Randi Brokvist, Executive Director Purchasing **501 West State Street, Room 305, Jacksonville, FL 32202-4068, before 2:00p.m.** (Local Jacksonville FL Time) **2/4/2019**

**SEALED ITB #2019C-02
Randi Brokvist
Executive Director, Purchasing
Florida State College at Jacksonville
501 West State Street, Room 305
Jacksonville, FL 32202-4068**

All prices to be quoted are to be all inclusive. FSCJ is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes. The College reserves the right to reject any portion or all bids, to re-solicit bids or not and to waive informalities as deemed in the best interest of the College.

Addenda: Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this solicitation or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB and related documents. Since all addenda are available to proposers on the College's web site, www.fscj.edu/bids **It is each proposer's responsibility to check web-site and immediately secure all addenda before submitting your proposal.**

Note: Deadline for submitting questions is 5:00PM 1/17/19. Questions must be submitted in writing prior to the deadline by email to Karen Hart (khart@fscj.edu).

Having carefully examined the terms, general conditions, general specifications of this solicitation and special conditions by signing and submitting a bid thereto with the following commitment and agreement:

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid

whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Site Investigations: Prospective bidders desiring to inspect campus grounds must make an appointment through the Maintenance Department at each campus. Upon site visit at each location, the bidder must have the named contact person (or designee) sign the provided Site Visitation Certification Form. (Attachment A)

The FSCJ Site Visit Certification Form (Attachment A) will need to be submitted with your proposal whether or not a representative of your firm visits any OR all sites. Site visits are NOT mandatory although, all proposers are to be familiar with each Campus/Center.

NOTE: No questions during the site visits will be answered. The deadline for asking questions is 5:00PM 1/17/19. Questions must be submitted in writing prior to the deadline by email to Karen Hart at khart@fscj.edu.

1.0 Overview

- 1.01 Florida State College at Jacksonville (College) is seeking to contract with qualified Emergency Tree and Vegetative Debris Removal Services companies to provide “as-needed” and emergency recovery response services.
- 1.02 This ITB solicits a level of exceptional Emergency Tree and Vegetative Debris Removal Services to be comparable to the finest Emergency Tree and Vegetative Debris Removal Services. Further, a service that is sensitive and responsive to the needs of the campus and compatible with the educational and cultural objectives of the College.
- 1.03 It is the College’s intention that the resultant indefinite quantity contract(s), **would be for an initial fixed price 5-year fixed rate contract period of 5/1/19 through 4/30/24 with optional one-(1) year extension termed periods.** Renewal of each term would be subject to satisfactory performance, continued need, terms and conditions, mutually agreeable rates, and continued receipt of adequate appropriations by the State of Florida Legislature. Rates may be negotiated annually at the time of renewal, with the same terms and conditions.

In the event that the contract(s), resulting from the award of this ITB shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the contract, and with the written consent of the “CONTRACTOR”(s), extend the contract(s) for such comparable period of time as may be necessary to permit the College’s continued supply of the identified services.

- 1.04 Award: The College intends to evaluate/award new contract(s) to be utilized on an “As Needed-Basis”, and to establish contracted dedicated service responses to the College including times of emergency. The contract(s) are to commence on or about 5/1/19. **Award will be made to the low responsive bidder(s) meeting specifications** `all-or-none’ basis. All items must be individually priced for accounting purposes even though bid on an all-or-none basis. In the event that the extended price does not match the unit price calculation, the unit price will prevail.

The College reserves the right to award a contract to a single Contractor or to multiple Contractors as deemed in the best interest of the College. It is the College's intent if issuing multi-award contracts would be to cover peak multi-campus simultaneous demand periods, such as during times of Government Declared Disasters and times when emergency response are needed where the College would be considered a top priority.

The College does not utilize a rotating project assignment system. Although each campus and center selects the contracted Contractor(s) in which to request project proposals, a Contractor may have projects in process at multiple campuses or centers simultaneously.

- 1.05 The College intends to issue per project assignment Purchase Orders. The Purchase Order issuance is dependent on the "as needed requirements" of the campus or center requesting the services. Any campus or center may have multiple Purchase Orders issued concurrently, dependent on the service required for that campus or center. CONTRACTOR shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing CONTRACTOR to proceed from the Executive Director for Purchasing, or designee, **should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life** in which awaiting receipt of said OWNER Purchase Order is not feasible before commencing any work.
- 1.06 Any resultant contract(s) shall be governed by the laws of the State of Florida and would include a ninety (90) calendar day termination provision without cause or cost for both parties.
- 1.07 Service Additions and Deletions:
- 1.071 The College cannot guarantee, therefore, that the any or all of the College locations quantity of any or all services will be requested during the period of the contract. Conversely, during the period of the contract, the College reserves the right, as necessary, to order services at any additional College locations.
- 1.072 The College reserves the right to add and/or subtract areas to the current existing scope of services as deemed in the College's best interest. The College will add and/or subtract the services at a mutually agreed cost similar in size and nature as designated by areas in the contract at the time the addition is made. The costs shall remain fixed and unchanged for the then termed period.
- 1.08 Any modifications to the resultant contract scope of work shall be mutually agreed upon and executed in the form of a formal Amendment to the Contract(s) issued by the College's Purchasing Department. No modifications to scope of work can commence until the formal Amendment is fully executed.
- 1.09 Non-Exclusive: The College reserves the right as deemed in the best interest to not utilize the awarded Contractor(s) and to directly purchase Tree/Debris Removal Services and relating services as required.
- 1.10 Cancellation, Terms Of Default/Termination

In the event that the Contractor breaches any of the terms and provisions of this contract and Invitation To Bid, the College reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by certified or registered mail to the

Contractor. The College will expect that the performance or condition will be corrected within a ten (10) day period from the date the notice was received by the Contractor. If the described performance or condition is not corrected satisfactorily within this time period, a 14 day notice of cancellation of the contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the College may procure the services described herein from other sources, and may hold the Contractor liable for any and all excess costs or for any and all losses occasioned thereby.

In the event that the College breaches any of the term and provisions of this contract, the Contractor reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by certified or registered mail to the College. The Contractor will expect that the performance or condition will be corrected within a thirty (30) day period from the date the notice was received by the College. If the described performance or condition is not corrected satisfactorily within this time period, a ninety (90) day notice of cancellation of the contract may be given to the College, by registered or certified mail.

The failure of either the Contractor or the College to insist upon strict performance of any of the terms or conditions of this contract shall not be construed as a waiver or release for the future of any such term or condition, and the same shall be and shall remain in full force and effect.

If either of the parties is prevented from performing under the contract because of fire, explosion, water, civil disorders, vandalism, Acts of God, energy related closings, other casualties or other disturbances beyond the control of either of the parties, the disruptions shall not be considered a default of the terms of the contract.

The contract shall be deemed to have been executed and entered into within the State of Florida and contract disputes arising hereunder shall be governed in accordance with the laws of the State of Florida.

If any term or provision of the contract shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of the contract shall remain in full force and effect and such term or provision shall be deemed to be stricken.

1.011 Payments: Expedited payment options are available by participating in the College's Virtual Payments program. Payments are made utilizing the College's credit card system and payments are usually remitted within 3-5 business days of receiving a College approved invoice. Otherwise, by submitting a bid, **the winning Contractor(s) agrees** that the College's payment to your company may be made **electronically by ACH, with the College's standard term of net 40 days.**

The College requires the winning bidder to register on the College's e-Supplier online system in order for the College to make payments. This will require the attachment of your completed W-9 form.

Esupplier Information: If you are not a current vendor of Florida State College at Jacksonville, you will need to go to <http://www.fscj.edu/discover/governance-administration/purchasing/vendor-application>. Copy and paste this link into your browser, click on esupplier.fscj.edu to sign onto our supplier website, esupplier.fscj.edu. That will take you to the registration portal. Click on New User Account under "Not a Bidder or Supplier". This will take you to the registration pages you will fill out.

2.0 **Specifications / Scope of Work Expectancies**

2.01 The awarded Contractor shall:

- 2.011 Provide current and maintain all required licensures/certifications authorizing work of this scope. Resources used by Contractor shall include but not be limited to crew workers, equipment operators, climbers, foreman, flagman, all hand & power tools, chippers, transportation, safety equipment, rigging, ladders, etc. necessary to complete the defined scope of work.
- 2.012 Be an “independent contractor” providing all required equipment, materials, tools, necessary labor, etc. services for the various defined services in the College’s buildings, facilities and property for the work to be performed as specified on each issued Purchase Order or Notice of Intent.
- 2.013 The Contractor shall maintain equipment and conduct business in compliance with State and local laws. Purchase of all licenses and all permits required for operations under this contract are included in the Contractor's obligations and responsibilities. All personnel shall be well-qualified, properly licensed for the equipment being operated, and all operations shall comply with all regulations governing the scope of work.
- 2.014 All work contracted and billable hereunder will require use of a formal Purchase Order. No work shall commence without first having a College Purchase Order or Change Order or Notice of Intent (during times of emergency). The College shall remit payment within 40 days receipt (or number of days as identified in the General Terms and Conditions, Section titled “Terms And Delivery”) of an accepted invoice for acceptable services rendered.
- 2.015 Maintain all insurance as specified in Special Condition paragraph 8.01 titled “INSURANCE FOR CONTRACTING OTHER THAN PROFESSIONAL SERVICES” and provide and maintain for all terms of the agreement. **It is the Contractor’s responsibility to provide the College a current copy of a Certificate of Insurance upon any changes to the policy and upon policy renewal.**
- 2.016 Operations shall be conducted in such manner as will cause the least disruption to College activities. All personnel employed by the Contractor shall conduct themselves in a courteous and prudent manner at all times.
- 2.017 The Contractor shall be responsible for the repair or replacement cost of any damage to College property caused by the use, misuse, or negligence of the Contractor's employees.
- 2.018 Upon arrival at the Campus, the Contractor’s representative shall report to the Campus Maintenance Supervisor/Manager or his/her authorized representative and provide information as to the purpose for the visit and the work to be performed. Upon completing the work, the representative shall prepare receipted documentation of the work completed. Such receipt shall be presented to the Campus Maintenance Supervisor/Manager or his/her authorized representative for initialing/signature. A copy of the signed receipt shall be left with the Campus Maintenance Supervisor/Manager upon departure of the provider’s staff representative.

- 2.019 Contractor shall give priority scheduling of service to the College, especially during emergencies to clear storm damage from critical facilities and roadways. In the event of an emergency or storm, a representative from Contractor's firm shall respond to College within 2 hours of service call. Contractor shall respond to site following a service call as soon as conditions are safe to travel to inspect the health of trees and make a recommendation as to whether the tree should be pruned, removed or preserved.
- Should type of tree be required to be inspected by a Certified Arborist prior to removal, this service can be subcontracted if your firm does not have a certified Arborist on staff.

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.**

Upon intent to award, Contractor must provide telephone numbers of at least two (2) emergency contacts to all primary contacts listed above. In the event of an emergency the College must be able to reach one of the Contractor's emergency contacts.

- 2.02.0 The Contractor acknowledges and understands that the required services is being performed on public property owned by Florida State College at Jacksonville, which may at various times during the completion of the project/job be occupied by students, faculty and College administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.
- 2.02.1 The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual. The Contractor, Subcontractors, and their employees will refrain from using foul, abusive, or profane language on College property.
- 2.02.2 The College as of March 1, 2013 is a 100% Tobacco Free on all College grounds. Smoking, use of any tobacco products or carrying firearms/weapons or illegal drugs are prohibited on College property, including all buildings and grounds.
- 2.02.3 The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.
- 2.02.4 Contractor and Sub-contracted employees shall wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College property for noncompliance with this requirement.

2.02 Tree Removal Services

2.021 All services shall be performed in a manner that protect the health and growth of the trees. Contractors' services will be performed with particular attention to the following:

- a. All tree removal shall be done in a manner to protect surrounding property, vegetative, etc.
- b. Tree trunks shall be removed to ground level, or to a specific height as directed
- c. Stumps shall be ground and/or treated with appropriate materials to prevent re-growth
- d. Tree removal services include leaning and downed trees/limbs
- e. Diameter Breast Height (DBH) is to be the standard measurement for the purposes of size estimate and unit cost. DBH will be measured in full inches at 54-inches above ground level.
- f. Any tree, regardless of size, which splits into multiple trunks up to a height of eight (8) feet from the ground, shall be considered two (2) trees. Trees, which split past eight (8) feet from the ground, shall be considered one tree

2.03 Tree Trimming/Limb Thinning

- a. The foliage pattern shall be evenly distributed and maintained desired form.
- b. Remove one or more branches localized in a particular area of the crown. No more than 1/3 of the tree crown shall be removed unless otherwise specified in the work order.
- c. Hat racking, topping, heading back, lopping, stubbing, lion-heading, stripping or rounding-over trees are not permitted unless specifically written in the work order document.
- d. Climbing spikes are NOT permitted unless the tree(s) are designated for removal.
- e. Remove any branches which may interfere with nearby building(s) integrity.
- f. All final cuts shall be made at the branch collar per ANSI A300 standards.
- g. Reduce the ends of the branches and reduce weight where excessive over-burden will result in breakage of the supporting limbs.
- h. Remove any exposed roots which restrict the base of the tree.
- i. Remove any branches which interfere with the tree's structural strength and health development, such as limbs which rub a more important branch or are weak in structure.
- j. Remove/cut any previously or improperly cut limbs.
- k. Trimming of palm tree limb(s) to 9:00-3:00 position cut and remove any dead palm fronds. Tree(s) to remain viable on grounds.

2.04 Stump Grinding/Removal

- a. All tree stumps and major roots projecting through or appearing at the surface must be removed at least six (6) inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered.
- b. Holes created by the stump and root grinding must be filled the same day. Vendor shall use material similar to that found in the hole and surrounding tree base, approved as acceptable by the College.
- c. Before filling holes, all routing chips and debris shall be removed from the hole and hauled from the site.
- d. Clean up the site to include removal and disposal of all debris at the end of the each days' operations.

2.05 Vegetative Debris Removal (clean, woody debris and other organic materials waste removal)

- a. All wood waste and/or nonhazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternative arrangements are made with the user department. The Contractor shall collect and remove all waste twigs, sawdust and leaves that have been produced as a result of a tree service activity.

The Contractor shall not leave debris in County dumpsters or in any non-Contractor owned dumpster. The Contractor shall not incinerate debris and/or dump waste by/in the street or road.

- b. Wood infected with pathogens shall be disposed of offsite in a manner that will not result in the survival of disease organism. This requirement includes also parasite caused disease. The Contractor must have staff that is able to identify diseases or parasite infected trees and bushes when on site.

2.06 Site Clean Up:

The Awarded vendor shall clean up the site to include removal and disposal of all debris at the end of each day's operation unless otherwise approved by the College. Vendor shall remove sawdust, small twigs, chips, leaves, trunks, and limbs from the street, parking lot, and sidewalks, and all public access areas. All sites are to be restored to equal or better pre-work condition prior to service. Vendor is responsible for the Solid Waste disposal fees or other governmental/municipal fees.

2.07 Public Records Pursuant to HB 1309, amending FS 119.0701

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

Florida Statute 119.0701

- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the Contractor to comply with public records laws specifically to:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.
 - b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville would provide the records and at a cost that does not exceed the cost provided in chapter 119, FS, or as otherwise provided by law.
 - c) Ensure that public records that are exempt of confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

2.08 Reports:

- 2.081 The awarded Contractor(s) shall provide the College Minority/Woman Owned Business usage semi-annual reports to the attention of Purchasing.

2.082 This report shall include at a minimum the following: All disadvantaged/minority owned business usage by name of sub-contractor, type of minority/woman owned and dollar amount of the award.

2.09 Familiarity with Laws:

The proposer is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant contract shall include requirements that the performance of work and resultant contract shall be governed by the laws of the State of Florida.

3.00 Documentation for Federal Emergency Management Administration (FEMA)

FEMA Compliance – Contractor shall work closely College personnel to ensure that all work is FEMA-compliant and all documentation is properly obtained, Contractor’s failure to utilize federally-approved documentation while performing work may result in nonpayment of services.

Compliance (When applicable at the Declaration Of Natural Disaster).

Contractor shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

3.01 Load Tickets

CONTRACTOR shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. CONTRACTOR shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.

Each load ticket shall contain the following information:

- a. Prime Contractor’s name.
- b. City contract.
- c. Disaster number.
- d. Load ticket number.
- e. Sub-Contractor name.
- f. Truck Driver name.
- g. Date and time of pick up.
- h. Date and time of delivery.
- i. Pickup location/staging area (street address or primary street between specific areas).
- j. Truck ID number and capacity.
- k. Total cubic yards picked up.
- l. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- m. Delivery site. The final resting area (the landfill where debris was taken)
- n. Load Monitor Printed Name and Signature.
- o. Dump Monitor Printed Name and Signature.

3.02 Contractor will work closely with the College and applicable Federal, State and local agencies to ensure that the College’s emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. Contractor shall provide to the all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications.

4.00 Current Locations. The following aerial views are provided for location identification purposes only.

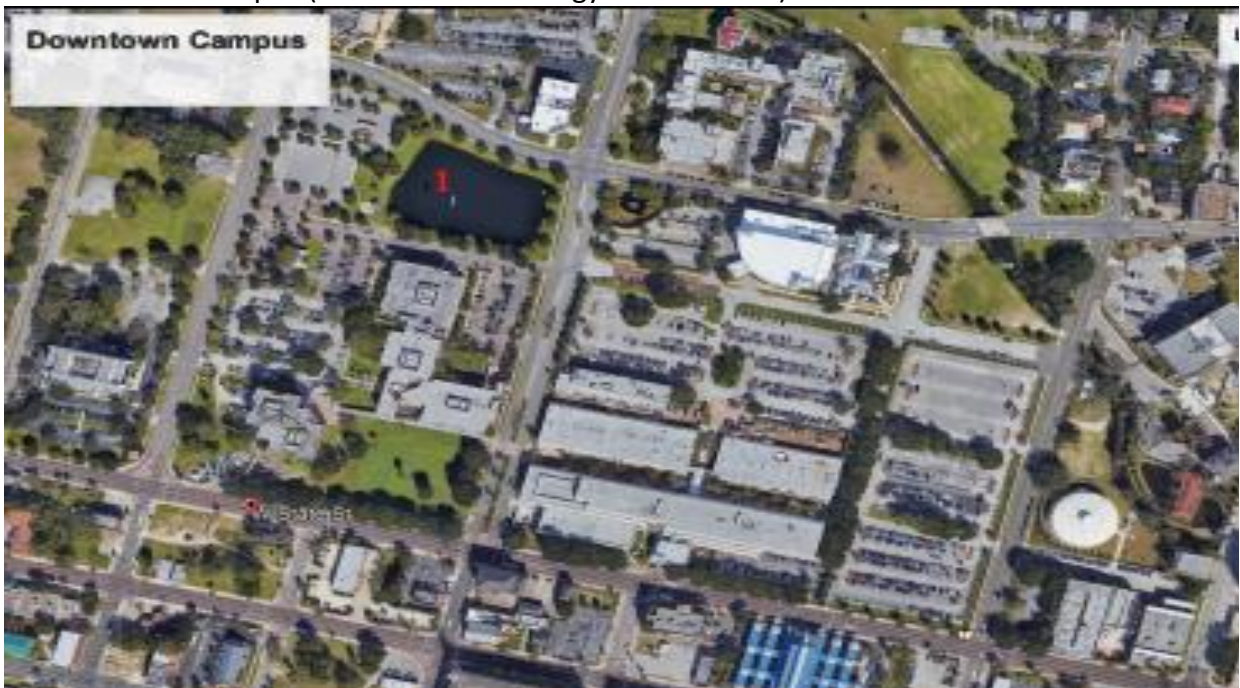
4.01 Cecil Center North



4.02 Deerwood / Open Campus



4.03 Downtown Campus (Advanced Technology Center – ATC)



4.04 Kent Campus



4.05 Nassau Center



4.06 North Campus



4.07 South Campus



5.00 Cost Sheet

All labor, equipment and supplies are included in cost proposal.			
<i>To be responsive, submission must include costs for all requested services below.</i>			
BIDDER NAME:			
Item	Description	Unit of Measure	Unit Price*
Tree Removal Including Stump Grinding Cut and remove debris. Areas to be raked and cleaned.			
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-Including Root Ball Cut and remove debris. Areas to be raked and cleaned.			
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	
Limb Removal: Hanging/Fallen			
11	Limb Less than 2" Diameter	Per Limb	
12	Limb 2"and Greater in Diameter	Per Limb	
Stump Removal Cut and remove debris. Areas to be filled, raked and cleaned.			
13	4" to 12" (Diameter)	Per Stump	
14	25" to 36" (Diameter)	Per Stump	
15	27" to 48" (Diameter)	Per Stump	
16	49" to 60" (Diameter)	Per Stump	
17	61" or Greater (Diameter)	Per Stump	
Vegetative Waste Removal			
17	8' Containter	Per Pickup	
18	10' Containter	Per Pickup	
19	Vegetative Waste Disposal	Per Ton	
*For Analytical purposes, all quantities are to be calculated as 1 each.		*Grand Total:	

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 _____

Does you firm have a Certified Arborist on staff? Yes_____ No _____

Has your firm attached a copy of the Florida Department of State issued Certificate of Incorporation?

Yes_____ No_____

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

Yes_____ No_____

If your company accepts credit card payments as, please disclose any additional fees that would be charged.

Fee \$_____

GENERAL TERMS AND CONDITIONS

**** Cooperative Purchase Agreement ****

PURCHASES BY OTHER STATE OF FLORIDA COLLEGES, UNIVERSITIES AND STATE AGENCIES: With the consent and agreement of the successful bidder(s)/proposer(s), purchases may be made under this bid/proposal by other community/state colleges, state universities, district school boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 120 days from date of award.

Bidder(s)/Proposer(s) shall note exceptions to the above paragraph, if any:

**** Terms And Delivery ****

Payment terms: net 40 days or prompt payment discount of _____%, _____ days offered by bidder/proposer.

NOTE: any prompt payment discount offered by the bidders/proposers will be taken by the College if payment is made within the time period offered, however, only terms allowing 30 days payment will be considered in evaluating bids/proposals.

Delivery: unless otherwise specified in the solicitation, delivery to be no later than 30 days after receipt of order (bidder/proposer complete if other than 30 days).

FLORIDA SALES TAX EXEMPTION NO: 85-8012556864C-6

**** Tobacco and Smoke Free ****

Tobacco and Smoke Free Environment: Effective March 1, 2013, Florida State College at Jacksonville District Board of Trustees approved Board of Trustees Rule #6Hx7-2.19. In accordance with Board Rule 6Hx7-2.19 and the Florida Indoor Clean Air Act, any consultant or sub-consultant employee performing work in respect to your firms' contract is prohibited from the use, distribution or sale of all tobacco products in all indoor and exterior College owned property.

Agreed? Yes _____ No _____

**** Drug-Free Work Place ****

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

Does: (name of business) _____

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 action that will take 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's 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 this solicitation 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/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to, any violation of chapter 1893 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.

Bidder/Proposer's Signature

DATE: _____

**** Disclosure Of Employee Relationship With Supplier ****

Pursuant to Florida Statute 112.313(7) and FSCJ Board Rule # 6Hx 7-2.9 (4), College Employees, while acting in a private capacity, are not allowed to do business with the College. This also applies to the buying or selling of goods or services to the College from any business entity of which the employee or their spouse or child is an officer, partner, director, or proprietor or otherwise has a material interest. This may include private instructional services provided to the College from a full time or adjunct faculty member.

As such, does your company have any employee or their Spouse that owns > 5% of your company and is also a FSCJ full time/ part time or adjunct employee of the College? **Yes**___ **No** ___ (If Yes, Define below the name of the employee and or Board member as well as detail below their relationship with your company and the College):

**** Discrimination ****

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. This is in accordance with hb 2127, section 6(3) (a), all invitations to bid, as defined by 287.012(11) fs, request for proposals, as defined by 287.012(15) fs, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.

Subcontracting

Where a vendor does not have the capability or the time to complete the work required under this bid 'in-house', subcontracting will be permitted only with the prior knowledge and approval of the Florida State College at Jacksonville. Therefore, the name of any subcontractor contemplated for use will be included as part of the proposal/bid. This process is needed so that the College can be assured and in agreement that the subcontractor(s) can complete the work to the desired quality and in a timely manner. The subcontractor(s) must be identified in the space following:

8.01 ** INSURANCE FOR CONTRACTING OTHER THAN PROFESSIONAL SERVICES

The “awarded” Contractor shall furnish a current Certificate of Insurance to the College Purchasing Manager prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30 days written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-.

The College’s required insurance coverage’s and minimum limits of liability are as shown below:

General Aggregate Commercial General Liability* Coverage – Occurrence Form Required	5,000,000,000 \$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit Each Accident
Workers Compensation and Employers Liability	Workers Compensation Statutory Limits \$500,000 E. L. Each Accident \$100,000 E. L. Disease Each Employee \$100,000 E. L. Disease Policy Limit

*Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Contractors, contractual liability covering any resultant contract, agreement or Purchase Order, or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C medical payment is not required. The College requires General Liability Insurance policies include a waiver of subrogation in favor of the College.

The Contractor will be responsible for builder’s risk/loss for the raw materials/equipment supplying into the project up until the College accepts and takes possession of the project.

“The winning Contractor’s above described policies shall be endorsed such that should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the College. A copy of the winning Contractor’s actual notice of cancellation endorsement as issued on the policy (ies) signed by an authorized representative of the insurer(s) shall also be provided.”

THE DISTRICT BOARD OF TRUSTEES, FLORIDA STATE COLLEGE AT JACKSONVILLE, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR THE COMMERCIAL GENERAL LIABILITY COVERAGE (using the attached ISO Endorsement Schedule.)

Here is a sample of a Certificate of Insurance. http://www.fscj.edu/district/purchasing/insurance.php	How to Read a Certificate of Insurance. http://www.fscj.edu/district/purchasing/insurance.php
--	--

AWARD CONTRACTOR’S INSURER: Please make sure that the Insurance Certificate or ACORD form returned to the College as evidence of insurance contains the College as Certificate Holder and the bid number is listed on the certificate as shown in the sample. Without a copy of your client’s GL policy endorsement and these two pieces of information the certificate submitted will be considered incomplete.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply;

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SUBCONTRACTOR INSURANCE - Contractor shall require all of its subcontractors to provide the aforementioned coverage that the contractor is required to maintain and any subcontractors shall be the sole responsibility of the contractor.

15.01 **Time Of Essence/Failure To Perform **

It is hereby understood and mutually agreed, by and between the parties hereto, that the time of completion is an essential condition to this contract.

If said vendor shall neglect or fail or refuse to furnish and deliver the specified services within the time herein specified, then said vendor does hereby agree, as a consideration for the awarding of this contract, to pay to the College the sum expended by the College to contract for rental of alternate services for the period required from the scheduled delivery date until actual completion of delivery of the services specified in the contract. If the vendor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including, but not restricted to, acts of nature or of the public enemy, acts or neglect of the owner, riots, civil commotions, freight embargoes or priority regulations, the period herein specified for the completion of his work shall be extended by such time as shall be fixed by the College.

Provided, that the vendor shall, within seven (7) days from the beginning of such delay, notify the executive director of purchasing in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the vendor within a reasonable time of decision in the matter.

21.02 ** Annual Firm Price/Indefinite Quantity Contract **

The intent of this ITB is to establish an annual supply/service requirements contract for the College.

The contract is for the initial period commencing 5/1/19 or date of contract execution if award is subsequent thereto through June 30, 2019 with optional One (1) year extension termed periods. Renewal of each term would be subject to satisfactory performance, continued need, terms and conditions, mutually agreeable rates, and continued receipt of adequate appropriations by the State of Florida Legislature. Rates may be negotiated annually at the time of renewal, with the same terms and conditions.

An unfunded annual requirement contract will be awarded to the successful vendor(s). No deliveries are to be made or services provided thereunder until each fiscal year funded purchase orders or Notices of Intent are issued by the Executive Director of Purchasing. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

The quantities set forth herein are estimates only and are based upon past experience and projected usage. The College cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the contract. Conversely, during the period of the contract, the College reserves the right, as necessary, to order quantities in excess of the estimated quantities at contract prices.

23.90 ** Interpretations/Protests **

Any questions concerning conditions or specifications shall be directed in writing to the purchasing department. Inquires must reference the date of bid opening and bid number. No interpretations to such questions or inquiries shall be considered binding unless provided in writing by the college.

23.92 ** Protest of Awards and Intended Award **

A respondent may only protest a decision or intended decision of the College resulting from a competitive solicitation for a contract of \$65,000 or more. Bid tabulations with recommended awards will be posted for review by interested parties at www.fscj.edu/bids on or about **11/27/2018** for review by interested parties on the purchasing web page unless the date is extended by a letter of notification or as soon as a determination has been made, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and State Holidays). Their content will be made public for the information of bidders, other interested parties and those who may be present either in person or by representative on the College's Purchasing Department website located at www.fscj.edu/bids for a 72-hour period.

Any protest of an award or recommendation to award shall be governed by Florida State College at Jacksonville Administrative Procedure 05-0601 (link below), which will require the protester to file the notice of protest within 72-hours. Upon such notice, the College will also require the protester to file a \$250.00 non-refundable filing fee and a protest bond in the in an amount equal to two percent (2%) of the estimated contract amount, bid or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. If the protest is successful, the posted security will be refunded in full.

The following is the link for the College Administrative Procedure 05-0601:

<https://fscjapm.blob.core.windows.net/apm/05-0601.pdf>

Failure to timely file a protest or failure to timely deliver the required filing fee and security bond in accordance with the Florida State College of Jacksonville Administrative Procedure 05-0601 must constitute a waiver of any right to protest proceedings.

FSCJ Site Visit Certification Form

Proposers are to include in their submittal a signed and checked Site Visitation Certification Forms whether or not the Proposer elected to take advantage of the site visits opportunity.

_____ I hereby declined the FSCJ site visit opportunity, by submitting a ITB, I acknowledge that I have investigated and satisfied myself as to the conditions affecting the work, including, but not limited to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, at the site, the character of equipment and facilities needed preliminary to and during prosecution of the scope of work. In submitting an ITB, I further acknowledge that I have satisfied myself as to obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the College as well as from information presented by the specifications made a part of this contract. Any failure by the proposer to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The College assumes no responsibility for any conclusions or interpretations made by the proposer on the basis of the information made available by the College.

_____ I do hereby certify I have inspected the following FSCJ campus/center sites... **No questions will be answered during the non-mandatory site visit and must be submitted in writing.**

(Contractor Name)

(Contractor's signature)

(Contractor's printed name)

Site Contact	Campus/Center	Telephone Numbers	College Employee Signature	Date
Ray McEwen	Downtown Campus AO/URC/ATC/ Main St. Building	904-633-8197		
Dale Cason	Kent Campus	904-381-3560		
Chris Owens	Cecil Center	904-779-4177		
Mark Gandy	North Campus	904-766-6692		
Terry Pittman	Nassau Center	904-548-4452		
Phillip Mitchell	South Campus	904-646-2401		
Zoran Bozic	Deerwood /Open Campus	904-997-2714		

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>
	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 73%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE CERTIFICATE

I HEREBY DECLARE AND AFFIRM that I am the _____ (Title) representative of the firm of _____ (Company Name) minority business enterprise (MBE/WBE) _____ (Minority Type) as defined by Florida State College at Jacksonville in the specifications for **ITB 2019C-02 Emergency Tree and Vegetative Debris Removal Services** that I will provide information requested by COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of _____ (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records and files of the above named company by authorized representative of COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____ Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

On this _____ day of _____, 2019, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My commission Expires:

Minority Type: #M1 if Black American Man; M2 if Hispanic American; M3 if Asian American; M4 if Native American (Eskimo & Aleutian); M5 if Native Hawaiian; M6 if Small Business; M7 if Disabled; M8 if American Woman; M9 if Black American Woman; and NM if Not Minority. (Must have greater than 51% minority ownership)

"Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

**SWORN STATEMENT UNDER SECTION 287.133(3) (A),
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of the entity submitting sworn statement)

Whose business address is _____

(If Applicable) its Federal Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "Public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, and executives. Partners, shareholders, employees, members and agents who active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided on this _____ day of _____, 20____.

(NOTARY PUBLIC)

My Commission Expires: _____

ITB #2019C-02
Owned Equipment List Form

**THIS FORM MUST BE SUBMITTED
WITH YOUR SUBMISSION**

TO BE USED AT LOT(S) # _____

Equipment Type	Manufacturer	Model No.	Qty(s)

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, disability, color, ethnicity, national origin, religion, gender, age, sex, sexual orientation/expression, marital status, veteran status, pregnancy or genetic information 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.



Agreement RFP #20xxC-xx
Between
Florida State College at Jacksonville
and

- 1.0 This Request for Proposal agreement #20xxC-xx for _____ Delivery Order Contracting Services hereinafter referred to as "Agreement", is made this _____ day of _____ (month), 20_____, by and between Florida State College at Jacksonville with its principle address at 501 West State Street, Jacksonville, FL 32202-4068, a political subdivision of the State of Florida, hereinafter referred to "Owner" and _____ with its principle address at _____, Florida _____, a private for profit corporation, (Federal ID# _____) hereinafter referred to as "Contractor".

Pursuant to Florida Statute 112.313(7) and OWNER Board Rule # 6Hx 7-2.9 (4) "Personnel Responsibilities Outside Scope of Employment" "No employee (including part time employees, or adjunct employees) shall sell any product or service to the Owner Board except as may be specified in the employee's position responsibilities at the College." Contractor attests no Owner employees are also employees of Contractor.

2.00 WITNESS:

Whereas "OWNER" has five (5) campuses in Duval county and one (1) center in Nassau County; and whereas "OWNER" issued a Request for Proposal number 20xxC-xx for _____ Delivery Order Contracting Services and whereas "CONTRACTOR" submitted a written formal Request for Proposal response proposal #20xxC-xx on **Month xx, 2019** and whereas "OWNER" evaluation committee has reviewed submission(s) received and recommends for this agreement "CONTRACTOR" as a top ranked proposer and now therefore, for and in consideration of the mutual covenants, agreements, and conditions herein, and in "OWNER's" Request for Proposal number 20xxC-xx and "CONTRACTOR's" proposal #20xxC-xx which is attached and incorporated by reference, it is mutually agreed by and between the parties as follows:

3.00 TERM:

Term/ Termination:

- This agreement is for an initial term commencing on or about **Month date, 2019** or on the date both parties authorized officers sign this Agreement and will continue for twelve (12) months until **Month date, 2020**.
- This Agreement shall have the option to be extended for up to five (5) optional one (1) year extension termed periods by mutual agreement between the Contractor(s) and the College, providing there is no change in terms and conditions. Rates may be negotiated annually, same terms and conditions, continued receipt of adequate appropriations by the State of Florida Legislature, and District Board of Trustee approval of extension.

- In the event that the contract(s), resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified services, the College may notify Contractor(s) in writing at least sixty (60) calendar days prior to the expiration date of the contract, and with the written consent of the “CONTRACTOR”(s), extend the contract(s) for such comparable period of time as may be necessary to permit the College’s continued supply of the identified services.

4.00 CONTROLS:

This indefinite quantity agreement shall:

- Contractor shall comply with all requirements defined in RFP #20xxC-xx.
 - Where the Contractor does not have the capability or the time to complete the work required under this RFP 'IN HOUSE', sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor(s) contemplating for the use will be included on each project proposal submitted with the proposed sub-contractor licensure authorizing the ability to perform the assigned work. This process is needed so that the College can be assured and in agreement that the Sub-contractor(s) can complete the work to the desired quality and in a timely manner.
 - All requested project proposals must be submitted in the format and priced in accordance with RFP #20xxC-xx, Section 5.50 (Total Cost/Value) and to include requested time to complete project proposed.
 - Contractor and Sub-contracted employees shall wear a uniform identifying the firm they represent. The College reserves the right to exclude anyone from entry into College proper for noncompliance with this requirement.
 - Each project will have a maximum per funded purchase order (job/project) price not to exceed \$xxxx with a maximum capped term period expenditure of \$xxxx.
- a. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida without conflict of laws rules. Venue for any dispute arising from this Agreement shall only be in Duval County, Florida.
 - b. Notwithstanding the foregoing, Owner shall have no obligation to issue orders, if the Contractor is in default or breach under this agreement; the Florida Legislature fails to appropriate or allot necessary funds; or “OWNER” is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the “OWNER”, regardless of whether such causes was reasonably anticipatable; or if Contractor fails, declines, or is unable to perform any of the work described by any Purchase Order or statement of work agreed to by “OWNER” during the term of this agreement.
 - c. “CONTRACTOR” shall provide a continuous on-site work force during regular working hours, until scheduled project completion. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the project. For the purpose of this RFP, regular working days are defined as between 6:00 a.m. and 5:00 p.m., Monday through Friday except on College observed holidays unless other arrangements are approved by the College in advance such as during winter or spring break.
 - d. “CONTRACTOR” shall guarantee all contractor supplied materials and workmanship for all projects assigned for a minimum period of one (1) year from date of delivery and remedy any resulting defects/failures at their own expense within three (3) work days after any malfunctioning equipment has been called to their attention.

- e. A minimum of one (1) year warranty is needed on all satisfactory work performed during which time "CONTRACTOR" will repair/replace defective/malfunctioning work completed.
- f. "CONTRACTOR" shall maintain all records, quotes, invoices, and associated documentation for a period not less than five years after termination of this agreement and make available to the "OWNER" or its auditors at no cost reasonable access to said quotes, invoices, documents, records, etc.
- g. No deliveries are to be made or services provided thereunder until funded purchase orders are issued by the purchasing department. All such orders will cite the basic agreement number and will include price, terms and delivery provisions as set forth therein. Invoicing will be made in accordance with the agreement and instructions contained in the funded purchase orders.
- h. The quantities set forth herein are estimates only and are based upon past experience. The college cannot guarantee, therefore, that the entire quantity of any or all items will be ordered during the period of the agreement. Conversely, during the period of the agreement, the college reserves the right, as necessary, to order quantities in excess of the estimated quantities at agreement prices.

5.00 DEFAULT:

Either party may serve written Notice of Default to the defaulting party providing the defaulting party fourteen (14) calendar days to cure the conditions of default and, if still uncorrected after said fourteen (14) days written notice, this agreement may be terminated upon three (3) work days' notice thereof.

5.10 TERMINATION:

In addition to termination provisions based on default defined above, either party shall retain the right to terminate this agreement without cause by providing ninety (90) calendar days written notice.

This agreement includes provisions for either party to terminate this agreement upon serving ninety (90) calendar days written notice without cause where OWNER will be responsible to pay for all professional services rendered prior to receipt of notice of termination.

OWNER further reserves the right to terminate this agreement upon seven (7) calendar days' notice if it does not continue to receive adequate appropriations from the State of Florida Legislature.

6.00 SCOPE OF WORK:

The Contractor shall:

- a. Provide qualified contractors employees to perform all construction delivery order contracting services as defined in individually issued Purchase Order project assignments.
- b. Be an "independent contractor" providing all required equipment, materials, tools, necessary labor, and etc. services for the various types of construction services in the College's buildings, facilities and property for the work to be performed as specified on each issued Purchase Order.
- c. Proposer shall sell FSCJ only OEM new and unused parts as required.
- d. Maintain all insurance as specified in defined in Attachment III, "General Conditions for Construction", Article 11.00 and provide and maintain for all terms of the agreement.
- e. Maintain all required licensures authorizing work of this scope as listed RFP #20xxC-xx Section 5.119.

- f. At all times guard from damage or loss of property of the College or of other contractors or sub-contractors and shall replace or repair any loss or damage unless such be caused by the College, other contractors or sub-contractors. The College may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or his agents.
- g. Be responsible for the prompt removal of all debris resulting from his delivery.
- h. At all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the College. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and as original condition satisfactory to the College.
- i. Projects which extend beyond the established guaranteed completion date in which liquidated damages would apply will be calculated utilizing the Liquidated Damages General Formula for each calendar day or delay:

Substantial Completion Liquidated Damages = Const. Cost x .08 Divided by 360 Days (min. \$100/Day)

Final Completion Liquidated Damages = Const. Cost X .04 Divided by 360 Days

6.10 PROCEDURE OF HANDLING:

- a. Individual College departments will identify scope of work and communicate said desired scope of work to their campus maintenance supervisor and/or their campus Director of Campus Operations (DCO).
- b. The DCO/ campus maintenance supervisor will review the desired scope of work request to include defining a project contact person name and phone number.
- c. The DCO/ campus maintenance supervisor will contact CONTRACTOR local project manager and provide same a copy of any work request where a quotation/proposal is required. Contractor is to schedule, if possible, a site visit with the end user/DCO and plant superintendent.
- d. CONTRACTOR will provide a written proposal estimate using defined fixed cost and estimated project duration. The written proposal shall notate the names of any subcontractors proposed as well as their license numbers, whether they are W/MBE owned as well as provide copies of their licenses.
- e. The facilities department will if possible meet with the end user/contact person, campus DCO to review the written proposal submitted, and issue a College building permit (if needed).
- f. No deliveries are to be made or services provided thereunder until funded purchase orders (PO)'s are issued by the College Purchasing Department. All such orders will cite the basic contract number and will include price, terms and delivery provisions as set forth therein. Purchasing will issue a separate purchase order for each delivery order. Purchasing Department may also issue Purchase Orders to cover small value/time sensitive projects for undefined "As Needed" services.
- g. Invoicing will be made in accordance with the instructions contained in the funded purchase orders.

- i. Purchasing will forward said PO to CONTRACTOR.
- j. CONTRACTOR shall accept a written Notice of Intent to issue a Purchase Order or other written notification authorizing CONTRACTOR to proceed from the Executive Director for Purchasing, or designee, should the project be deemed of an extremely time sensitive or of an emergency nature/safety to life in which awaiting receipt of said OWNER Purchase Order is not feasible before commencing any work.
- k. The College Associate Vice President for Facility Management and Construction with the Executive Director for Purchasing shall retain the right to direct CONTRACTOR to commence work that is of an emergency nature/safety to life without a PO, where a PO will follow within 7 business days.
- l. Material Supplies and Equipment - Owners Sales Tax Exemption: Contractor shall include in solicitations of subcontractor bids in accordance with RFP 20xxC-xx Attachment I herein regarding sales tax exemption where bidders would include in their bid all administrative costs including sales tax. Contractor from time to time would recommend to the College that it purchase raw materials / equipment directly on an OWNER Purchase Order (PO) net of State of Florida sales tax by submitting a tax agreement signed by the subcontractor and completed manual Requisition for tax saving direct purchases (refer to Exhibit "B" of Attachment I). The College, in turn, would do a deductive change order to Contractor PO equal to the value of the raw materials plus the sales tax saved.
 1. In all cases the parties will attempt to identify materials of significant cost that can be purchased without the payment of sales taxes. Significant cost is defined for these purposes as an amount of materials or equipment in excess of \$5,000 per Purchase Order. The parties agree to use their best efforts to identify these items prior to the signing of a particular delivery order.
 2. If an item has been identified as suitable for tax exempt purchase prior to the signing of the delivery order, the procedure shall be as follows:
 - Owner shall purchase the item directly using its own purchase order after the Contractor has completed and signed the requisition/tax agreement(s) as per Exhibit A and Exhibit B of Attachment I.
 3. In those cases, the items identified shall be purchased so as to comply with Florida law regarding tax exempt purchases.
 4. If an item has not been identified for tax exempt purchase prior to the signing of the delivery order, then the procedure shall be as follows:
 - Contractor may designate an item as suitable for tax exempt purchase.
 - Upon notice to Owner both parties will determine, by agreement, whether the item shall be purchased by the Owner so as to be tax exempt.
 - Within five (5) business days of notification, the parties shall agree whether the tax exempt purchase shall be initiated.
 - Upon agreement, the parties will initiate a tax exempt purchase in compliance with Florida law, where Owner will be responsible for builders' risk/loss up until the raw materials/equipment is incorporated into the project.
 - When the tax exempt purchase is completed, the amount of money due to

contractor shall be reduced by the cost of the item, plus applicable sales tax.

- If either party determines that the item should not be purchased in a tax exempt manner, then the purchase of the item will be made by the Contractor as contemplated in the delivery order.
- If Owner delays in making a decision about the tax exempt purchase or delays in the completion of the forms necessary to complete the purchase, then the delay in purchase shall excuse timely performance by Contractor to the extent of the delay.

5. In no case shall Owner pay Contractor the cost of any item, or the tax associated with its purchase, if Owner has directly purchased the item under its tax exempt authority.

7.00 TERMS AND CONDITIONS:

- a. "OWNER's" Purchasing Department will forward said PO to "CONTRACTOR" upon receipt from "CONTRACTOR" of all required documents: insurance certificate, licensures, payment and performance bond (when applicable), and signed agreement.
- b. "CONTRACTOR" shall await receipt of said "OWNER's" PO before commencing any work.

8.00 TIME FRAME/RESPONSE TIME:

- a. As defined in RFP #20xxC-xx and "CONTRACTOR's" proposal #20xxC-xx the following not to exceed schedule:

"CONTRACTOR's" management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, adequate resources, material availability, and advanced scheduling. "CONTRACTOR" has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and material availability; meet defined schedules; manage increased work loads; and stay on schedule for multiple task order contacts.

"CONTRACTOR" commits to completion of the scope of work within the described number of days as defined in the issuance of a College funded Purchase Order for each project assigned.

As defined in CONTRACTOR proposal #20xxC-xx, Section 5.40 the following not to exceed schedule shall prevail: The project management team will organize a series of activities for their proposal response plan. This response plan is organized by delivery order classification: normal, urgent, or emergency.

- b. Delivery Order Response Plan: (**Note:** Response time is defined as the amount of time/hours to have your Emergency Repair/Licensed Electrician to arrive on campus from notification of emergency.):
 - A. Proposers are to list the response time during standard working hours Monday – Friday (6:00 a.m. – 5:00 p.m.) from time of call: _____
 - B. Proposers are to list below the response time during Non-standard working hours Monday – Friday (5:01 p.m. – 5:59 a.m.) from time of call: _____

- C. Proposers are to list the response time during Non-standard working hours (Saturday, Sunday and College Holiday's) from time of call: _____
- D. Proposers are to list the WORKER ON-SITE response time during standard working hours (6:00 a.m. – 5:00 p.m.) from time of call: _____
- E. Proposers are to list the WORKER ON-SITE response time during Non-standard working hours (5:01 p.m. – 5:59 a.m.) from time of call: _____
- F. Proposers are to list the WORKER ON-SITE response time during Non-standard working hours (Saturday, Sunday and College Holiday's) from time of call: _____
- (Note: *** Response Status is defined as a time line of the amount of time in terms of working days beginning at the time of the notification of the delivery order.
******In situations where safety, health, and property are at risk, the College will request an emergency response status in the amount of hours to have your staff arrive on campus from notification of emergency.

9.00 COST/RATES:

The costs shall remain fixed and unchanged for the initial one (1) year period in accordance with the contractor's submitted Section 5.50 proposal costs in RFP 20xxC-xx. A formal agreement amendment signed by both parties is required for any change to this fixed pricing.

10.00 MEETINGS/AUDITS:

A meeting consisting of management representative from both parties shall meet initially prior to beginning any individual project to discuss the status of work as needed but not less than monthly through the project duration until "Owner" has accepted the project completion, which would include "CONTRACTOR" submitting status report(s). This requirement can be adjusted as the needs of both parties' dictate. This shall not prohibit more frequent meetings as desired. The intent of this agreement is to more expeditiously furnish related services to College customers. To this end, this agreement may be formally modified in writing when mutually agreeable to by both parties.

11.00 MINORITY BUSINESS UTILIZATION:

"CONTRACTOR" shall invite (where known) 25% of all subcontractors/sub consultants on any job to be greater than 51% women or minority owned and State of Florida licensed contractors. The Contractor shall quarterly furnish to the "OWNER'S" purchasing office a listing of all minority (including women owned or small business) subcontractors used. This listing shall include both certified and non-certified minority vendors. Contractor shall include the name of the subcontract firm, their address and define the trade/services (i.e., [drilling, trenching etc.]) provided and the dollar amount of services rendered.

12.00 INVOICING:

As per the RFP, invoices shall be submitted no more frequently than once a month. "OWNER" will remit payment within 40 calendar days, or as defined in Section 5.10, Attachment F, after satisfactory completion of defined deliverables and receipt of an accepted invoice. Both parties will agree to an application and certificate process for payment and a modified schedule of values for payment.

13.00 LAWS, REGULATIONS AND RULES:

"CONTRACTOR" shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of its business including compliance with Federal Affirmative Action/Equal Employment Opportunity regulations. While on campus premises, "CONTRACTOR" shall comply with "OWNER" policies and shall at all times conduct its business safely in accordance with recognized standards in the trade.

Contractor acknowledges and agrees to fully comply with Owners 100% Tobacco Free Use Policy on any Owner Campus or Center grounds.

14.00 INDEMNIFICATION:

Contractor shall indemnify, release, defend and hold harmless OWNER from all claims, liabilities, damages, suits, causes of action or judgments including, but not limited to, OWNER's reasonable costs and attorneys' fees, arising out of the negligent acts Contractor's or its sub-contractors, arising out of or in connection with its obligations under this Agreement.

15.00 INSURANCE:

During all terms of this Agreement, "CONTRACTOR" shall, at its sole cost and expense, maintain worker's compensation insurance as required by law, and other specified insurance on an occurrence basis in an amount equal to the limits as defined in "OWNER" proposal #20xxC-xx, Attachment III, "General Conditions for Construction", Article 11.00. "Contractor" shall provide a certificate of insurance listing the District Board Of Trustees, 501 West State Street, Jacksonville, FL 32202, of Florida State College at Jacksonville as additionally insured before services shall commence and confirming that before any cancellation modification or reduction in coverage of such policies, the insurance company shall give thirty (30) days prior written notice to "OWNER" of such proposed cancellation, modification or reduction. Any fees charged by the insurance company for issuing certificates or notification to "OWNER" shall be the responsibility of "Contractor". All such insurance policies is to be placed with an insurer rated A or better by A.M.

The Contractor shall provide Owner and maintain for all terms of this agreement a certificate of insurance listing the Owner District Board of Trustees as an additionally insured for General Liability.

16.00 OWNER IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA / LIMITED LIABILITY:

The parties hereto acknowledge and agree OWNER is a political subdivision of the State of Florida. As such, OWNER performance under this agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all federal /state laws/ regulations and District Board of Trustee Rules which are applicable to the College's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that OWNER's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F. S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the OWNER to be sued; or (iii) a waiver of sovereign immunity of the OWNER beyond the waiver provided in Section 768.28, F. S. As OWNER is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes regarding public access and other issues.

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

“CONTRACTOR” acknowledges that OWNER, as a political subdivision of the State of Florida is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records. A proposer will not be allowed to designate its entire submittal as confidential. The proposer is required to cite/reference the specific Florida statutes exempting specific portions of submission from public disclosure.

Proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida’s Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida’s Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the College contact listed herein.

Contractor shall be in full compliance with public records laws in regard to access to public records as stated in Florida Statute 119.0701 (2) (a) through (d) and defined below for contracts for services with a public agency for which it is acting on behalf of the public agency as provided under Florida Statute 119.011(2)

In addition to other contract requirements provided by law, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by Florida State College at Jacksonville in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that Florida State College at Jacksonville would provide the records and at a cost that does not exceed the cost provided in chapter 119, FS, or as otherwise provided by law.
- c) Ensure that public records that are exempt of confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to Florida State College at Jacksonville all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. All records stored electronically must be provided Florida State College at Jacksonville in a format that is compatible with Florida State College at Jacksonville technology systems.

If a Contractor does not comply with a public records request, the Florida State College at Jacksonville shall enforce the contract provisions in accordance with the contract.

Contractor shall notify the College designated contact each time it receives a public records request for public records Contractor has in its possession.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE OWNER CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

17.00 RELATIONSHIP:

"CONTRACTOR" is an independent contractor acting in its own behalf, and nothing contained in this Agreement shall be construed to make "CONTRACTOR" a partner, employee, agent, joint venturer, dealer or franchisee of "OWNER". This agreement does not call for College personnel and "CONTRACTOR" personnel to work together on any project. If it has subsequently been determined that if this situation may arise, the relationship between the "CONTRACTOR" and College personnel will be clearly defined within the scope of work whereby Contractor shall at all times remain an independent contractor. This relationship shall cause close coordination between the "OWNER" and "CONTRACTOR" and may be subject to change as both sides agree. Under no circumstances shall any College employee work at any time as an employee of "CONTRACTOR".

18.00 GENERAL:

- a. Requests and other communications from any of the parties to the other shall be given in writing and shall be considered to have been duly given or served if sent by United States Certified first-class mail, addressed to the respective party at its address set forth below in the "Notices" Section or to such other address as such party may hereafter designated by written notice to the other party.
- b. If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY PROCEEDINGS RELATING TO OR FOR THE ENFORCEMENT HEREOF SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY IN THE STATE OF FLORIDA. "CONTRACTOR" CONSENTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PUBLICATION BY REGISTERED OR CERTIFIED MAIL, OR IN ANY MANNER PROVIDED UNDER FLORIDA OR APPLICABLE FEDERAL LAW. Any legal action by either of the parties against the other shall be brought within two (2) calendar years of the date the cause of action first arose. In the event a legal proceeding is brought, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees and costs.
- c. Terms not defined in the body of this Agreement shall have the meaning ascribed to them in the Attachments, Exhibits (if any). This writing is intended by the parties as the final and binding expression of their Agreement, is complete and exclusive of the terms thereof and supersedes all prior negotiations, representations and agreements, and includes "OWNER's" RFP number 20xxC-xx and "CONTRACTOR's" proposal #20xxC-xx by reference.

19.00 ASSIGNMENT AND SUBLETTING:

- a. "CONTRACTOR" shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the written consent of "OWNER", such consent not to be unreasonably withheld. Provided, however, "CONTRACTOR" may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of "CONTRACTOR" with or into which "CONTRACTOR" may merge or consolidate or which may succeed to the assets of "CONTRACTOR" or a major portion thereof related to "OWNER" business. No such assignment or sublease shall serve to release "CONTRACTOR" from any of its obligations, duties or responsibilities under this Agreement unless "OWNER" agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, "CONTRACTOR" shall furnish a copy to "OWNER". Any change of ownership involving 25% or more of the outstanding voting share of "CONTRACTOR" shall be considered a transfer of this Agreement.

- b. This Agreement shall be binding upon and inure to the benefit of "CONTRACTOR" and "OWNER" and their respective successors and permitted assigns. This Agreement may not be directly or indirectly assigned, transferred, delegated, subcontracted or sublicensed, in whole or in part by "CONTRACTOR", without the prior written consent of "OWNER". In the event "CONTRACTOR" is a partnership, corporation, limited liability company or other entity, the transfer in one transaction, or a series of transactions, of fifty percent (50%) or more of the aggregate equity or voting control of sub-licensee shall constitute an assignment of this Agreement.
- c. In submitting a proposal to "OWNER", "CONTRACTOR" offers and agrees that if the proposal is accepted, the "CONTRACTOR" will convey, sell, assign, or transfer to "OWNER" all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for pricing fixing relating to the particular commodities or services purchased or acquired by "OWNER". At the "OWNER'S" discretion, such assignment shall be made and become effective at the time the "OWNER" tenders final payment to the "CONTRACTOR".

20.00 SUCCESSORS AND ASSIGNS BOUND:

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this agreement.

21.00 NOTICES:

Notices required herein may be given by registered or certified mail by depositing the same in the U.S. Mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to be received by the addressee seventy-two (72) hours after deposit of the same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to "OWNER" shall be delivered as follows:

"OWNER"
 Randi Brokvist
 Executive Director of Purchasing
 501 W. State Street
 Room 305
 Jacksonville, FL 32202
 (904) 632-3294

Notices to "CONTRACTOR" shall be deemed sufficient if in writing and mailed postage prepaid, or emailed addressed to "CONTRACTOR" as

"CONTRACTOR"

Attn: _____

Company: _____

Street: _____

City, State, Zip: _____

Phone Number: (_____) _____

Fax Number: (_____) _____

Email: _____

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

This agreement is entered into by both parties authorized officers.

“CONTRACTOR”

Name: _____

Street: _____

City, State, Zip: _____

Federal ID: _____

BY: _____

Print Name: _____

Title: _____

Date: ____/____/____

Witnessed BY: _____

Name: _____

Title: _____

“OWNER”

Florida State College at Jacksonville

501 West State Street

Jacksonville, FL 32202

Federal ID # 59-1149317

BY: _____

Randi Brokvist

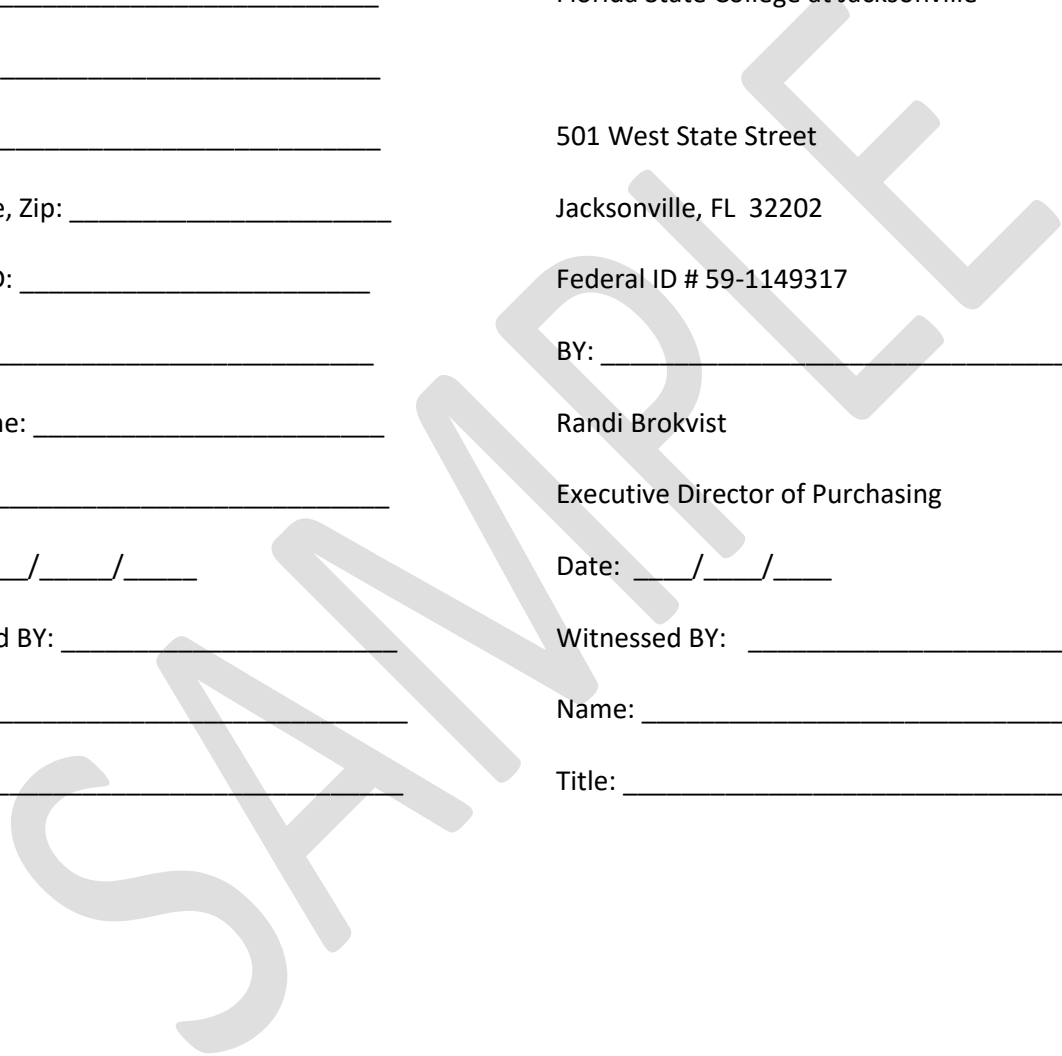
Executive Director of Purchasing

Date: ____/____/____

Witnessed BY: _____

Name: _____

Title: _____



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