



**JOINT PURCHASE PROJECT  
SPECIFICATION  
FOR  
UTILITY DEBRIS REMOVAL SERVICES**

**Florida Municipal Power Agency**  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
(407) 355-7767  
[www.fmpa.com](http://www.fmpa.com)



**FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

BID DOCUMENT FOR MARCH 2024

BID FOR

UTILITY DEBRIS REMOVAL SERVICES

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# INVITATION TO BID

(This is not an order)

R  
E Florida Municipal Power Agency  
T TO: 8553 Commodity Circle  
U Orlando, Florida 32819-9002  
R Attn: Sharon Samuels  
N

ITB FMPA 2024-037  
Date Issued: March 18, 2024  
Telephone: (407) 355-7767

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**NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency (“FEMA”) financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.**

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SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO BID OPENING AT 2:00 P.M. ON APRIL 25, 2024, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted on the form provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

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## DESCRIPTION

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**MARCH 2024  
FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT  
BID FOR  
UTILITY DEBRIS REMOVAL SERVICES**

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

**PLACE OF DELIVERY: FOB DESTINATION**

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

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It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

**ADVERTISEMENT**

Proposal For

**MARCH 2024**

**FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT**

**BID FOR  
UTILITY DEBRIS REMOVAL SERVICES**

**INVITATION TO BID FMPA 2024-037**

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819-9002 until 2:00 P.M., on April 25, 2024, when at that time Bids will be opened publicly by a FMPA representative.

The proposal is for Utility Debris Removal Services for the following FMPA Members:

City of Green Cove Springs

City of Newberry

City of Lake Worth Beach

City of Wauchula

Ft. Pierce Utilities Authority

Homestead Energy Services

New Smyrna Beach Utilities

Town of Havana

Bid packages for this project may be obtained from FMPA via Internet from [www.fmpa.com](http://www.fmpa.com).

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted for Utility Debris Removal Services provided by companies who have established, through demonstrated expertise and experience that they are qualified to provide Utility Debris Removal Services specified.

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

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Jacob Williams  
General Manager  
Florida Municipal Power Agency

# FLORIDA MUNICIPAL POWER AGENCY

## JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a Project Agreement with FMPA and are a Participating Member of the Project.

The Project Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

### 1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of FMPA Members in Section 3. This solicitation may award to one or more contractors. Specific quantities have been provided for the following FMPA Participating Members:

- City of Green Cove Springs
- City of Newberry
- City of Lake Worth Beach
- City of Wauchula
- Ft. Pierce Utilities Authority
- Homestead Energy Services
- New Smyrna Beach Utilities
- Town of Havana

Disaster recovery contractors are sought to support the FMPA Members in the management of debris: Blue skies related services as well as debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. The Contractor shall clear and remove any and all "eligible" debris in accordance with Participating Member(s) guidelines, primarily from public rights-of-way on city streets and roads.

This bid is for a three (3) year term; and consists of a joint estimated annual requirement of Utility Debris Removal Services as listed in specification.

FMPA's timetable for this ITB process is shown below. Note that the dates shown are only estimates and may be modified at any time by FMPA.

Public Notice/Distribution of ITB	March 18, 2024
Intent to Bid Forms Deadline	March 29, 2024
Questions & Answers Deadline ( <i>via email</i> )	April 5, 2024
Sealed Proposals Due Date	April 28, 2024
Notice of Award ( <i>Estimated date</i> )	May 28, 2024

**2. PURCHASING MATERIALS AND SERVICES**

Subsequent to the award, the Project Participating Members, will through their own initiative issue purchase orders and make subsequent release(s) of services to the vendor(s) awarded the contract pursuant to this Invitation to Bid. Purchase Orders and payments will be conducted between the vendor and the Participating Member. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

**3. PARTICIPATING MEMBERS**

This invitation to bid and specification is requesting bids for the specified services to be provided to All FMPA Members below:

Beaches Energy Services	City of Newberry	Lake Worth Beach Utilities
City of Alachua	City of Quincy	Lakeland Electric
City of Bartow	City of St. Cloud	New Smyrna Beach Utilities
City of Blountstown	City of Starke	Ocala Electric
City of Bushnell	City of Tallahassee	Orlando Utilities Commission
City of Chattahoochee	City of Wauchula	Town of Havana
City of Clewiston	City of Williston	
City of Fort Meade	City of Winter Park	
City of Green Cove Springs	Fort Pierce Utilities Authority	
City of Homestead	Gainesville Regional Utilities	
City of Leesburg	Jacksonville Elect, Auth. (JEA)	
City of Moore Haven	Keys Energy Services	
City of Mount Dora	Kissimmee Utility Authority	

It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

**4. DEFINITIONS**

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner

consistent with the terms, conditions and specifications of a Participant Member's Contract or Purchase Order.

**CONTRACTOR** – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Awarded Bidder, Bidder, or successful bidder.

**PARTICIPANT CONTRACT** – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

**PARTICIPATING MEMBER** – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member, Participants, or Member may be used interchangeable throughout this document.

**PURCHASE ORDER (PO)** – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

**WORK** – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract.

**5. FMPA'S RESPONSIBILITY**

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

**6. PRODUCTS/SERVICES**

Products/Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

**7. QUANTITIES AND USAGE**

The participating utilities listed foresee a projected need of this service and have provided MINIMUM ESTIMATED REQUIREMENTS; therefore, the purchase of the services are not

guaranteed. Quantities and/or projected need of this service are made in good faith and are based on projected usage, but it is specifically understood and agreed that supplier shall not have any claim against the participating member(s) for quantities or usage less than the estimated amounts.

## **8. TERM OF AGREEMENT**

The term of the bid award shall be a three-year period from the date of award, and the initial three-year term shall be followed by up to two (2) one-year extension periods by mutual agreement between the Participating Member(s) and the Successful Bidder(s). Any and all extensions shall be executed in writing by both parties. The extensions shall be a continuance of the same terms, conditions and principles of the original award, unless changes are mutually agreed upon in writing and become part of the extended Award or an amendment to the Bid Award.

Participating Members' decision to renew will be based on the performance of the Successful Bidder(s) and current market conditions at that time. Prices will remain firm for the three years. At the end of the initial term and each renewal term, if any, Participating Member(s) will evaluate prices as well as other performance measures.

Price Adjustments - Price changes are subject to Section 14 Escalation/De-escalation of this bid document.

## **9. EXTENSION OPTION**

This bid may be extended for two (2) one (1) year terms by mutual agreement between the project Participating Members and the Successful Bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 14. Should any supplier(s) choose not to renew their portion of the bid award, the project Participating Member reserves the right to terminate the Award with that supplier(s) and re-advertise or select a second supplier.

## **10. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS**

- 10.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 10.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.
- 10.3 Pages BF-1, BF-3, and AOC-1 – AOC-7 of this bid package are required forms and MUST be included in Bidder's response appropriately filled out and signed.
- 10.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.



- 10.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 10.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 10.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the contract documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 10.8 The bid must be signed by an authorized agent or officer of the firm.
- 10.9 Each bidder shall submit with the bid complete manufacturer's description, where applicable.
- 10.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 10.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment/service will not be considered.

## **11. VARIANCE WITH APPLICABLE LAW**

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

## **12. QUALITY TERMS/GUARANTY**

- 12.1 FMPA and the Participating Members reserve the right to reject any or all work/materials if in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.
- 12.2 If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to FMPA, the supplier shall pick up the product from the Participating Members at no expense to FMPA or the Participating Member.
- 12.3 Also, the supplier shall refund to the Participating Member any money, which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.
- 12.4 The Vendor guarantees that the product will be as specified and will be free from defects in design, workmanship, and materials. If within the guarantee period the product fails to meet the provisions of this guarantee, the Vendor shall promptly correct any defects, including non-conformance with the purchase documents by adjustment, repair, or replacement of all defective parts or materials. The guarantee period shall begin on the date of delivery and shall end twelve months later.

### 13. RESPONSIBILITIES

#### 13.1 Bidder Responsibility

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

Bidders are encouraged, before submitting their Bid, to familiarize themselves with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall be familiar with all federal, state, and local laws and regulations that may affect the Work and obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work. The Bid Document may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, Technical Specifications, and Bid Forms
- Ensure that Bidder and any subcontractor(s) adhere to these terms and FEMA requirements (Section 72-81), if Bidder Work falls into FEMA eligible work.

Additional Awarded Bidder Responsibilities:

- Bidder shall be responsible for all loss, damage, vandalism, theft, etc. for all equipment, tools, materials, etc. left on the job site.
- At completion of demobilization, Contractor shall remove all materials, waste, demolition debris, excess materials, temporary installation, etc. that have not been specifically turned over and accepted by participating utility.
- Shall be responsible for any and all costs for cleanup of oil or gasoline spills which result from his equipment or from any work performed as part of this contract.
- Shall bear full responsibility for the transportation, use and disposal of any hazardous or toxic substance under the Bidder's or, if any, subcontractor's control during the performance of the Work. Bidder and Subcontractors shall comply with all federal, state, and local environmental permits, licenses, rules and regulations. Contractor shall provide documentation showing proper disposal of hazardous or toxic substances.
- Permit violations or environmental damage caused by the Bidder or bidder's subcontractor shall be mitigated or repaired by the Bidder, at the Bidder's expense, to the satisfaction of the governing authority citing such damage.
- Bidder shall assume total responsibility of materials, delivery to/from job site, installation, etc.
- Bidder is to provide all required Safety and Traffic Control equipment as required

by FDOT, city and county MOT. Personnel are required to be trained in MOT as required. Bidder is to provide copies of certification of MOT training.

- Bidder shall bear sole responsibility for the safety and adequacy of its materials, working force, and equipment used during the performance of the Work.
- It is the responsibility of the Bidder to examine the site to determine the nature and location of the Work and geological and physical conditions. The Bidder shall carefully examine any drawings, specifications, and other documents and data pertaining to the Work and be familiar therewith. The Awarded Bidder shall not, after acceptance and award of bid, make any claims alleging incorrectly assumed conditions, nor claim misunderstanding with regard to the nature, conditions, or character of the Work to be done under this Invitation to Bid.
  
- The Awarded Bidder, shall notify Participating Member(s) of any errors, omissions, or discrepancies which the Awarded Bidder may discover in specifications.

### 13.2 Participating Member(s) Responsibility

The Members will be responsible for the following requirements:

- 1. Coordinate the start time schedule with the Bidder; if applicable
- 2. Make work assignments to the Bidder as needed to assure an even flow of work and compliance with the Member's methods and requirements;
- 3. Have personnel present at agreed time for defining and starting the Work; if applicable;
- 4. Provide a location for the Contractor to dump debris;
- 5. Monitor the Work and progress by the Contractor;
- 6. Receive billing invoices and make payments to the Contractor;

## 14. ESCALATION/DE-ESCALATION

Bid prices shall remain firm for a period of one year from the date of award. Price adjustments may be made annually and at the time which renewal is to be exercised, the bid prices may be changed for the following reasons:

- 14.1 Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 14.2 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 14.3 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 14.4 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the provider and/or manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Participating Member(s) of said decrease.

## **15. PRICES BID**

- 15.1 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member desiring the designated item. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 15.2 No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.
- 15.3 Give both unit price and extend and total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items, unless specifically stated otherwise in these Terms and Conditions. Unless a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, with time being computed from the latter of the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment discounts, if offered, shall be as requested by these Terms and Conditions and/or bid forms.
- 15.4 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

## **16. HONORING PRICES**

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

## **17. RESERVED RIGHTS**

- 17.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award of multiple suppliers; 4) recommend the award that FMPA deems will best serve its Members interests; and, 5) recommend award of the contract according to one of the following:
  - a) On a total order basis
  - b) On a city by city basis
  - c) On a by zone basis
  - d) On a service type basis
- 17.2 FMPA reserves the right to accept or reject any and/or all bids, or any part thereof and or/to waive irregularities and technicalities, and to request the submission of clarifying information. Also, FMPA reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.
- 17.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible

bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**18. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS**

18.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

18.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.

18.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

**19. PERFORMANCE BOND/SURETY**

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

**20. FINAL CONTRACT**

All herein Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract and/or award.

**21. INVOICES**

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

**22. OTHER BASIS FOR AWARD**

Other factors that will be considered besides the lowest price are:

- Quality of workmanship as represented by references
- Qualified Personnel (for Services)
- Relevant Experience
- Capabilities to perform to the contractual requirements.

- Capabilities to perform technical requirements
- Time of Delivery or Schedule

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

**23. OPENING LOCATION**

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

**24. BID DELIVERY REQUIREMENTS**

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

**25. CLARIFICATION AND ADDENDA**

25.1 Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquires, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same. All addenda will be included on FMPA web site at *www.fmpa.com*

24.2 However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or by checking FMPA's web site, to determine if addenda were issued and to make such addenda a part of their bid.

**26. SEALED AND MARKED**

**One** (1) signed copy and **one** (1) electronic copy of your bid shall be submitted in one sealed package, **clearly marked on the outside of package** with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, FL 32819-9002  
ATTN: Sharon Samuels

**27. LEGAL NAME**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

**28. BID EXPENSES**

All expenses for making bids to FMPA are to be borne by the bidder.

**29. IRREVOCABLE OFFER**

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

**30. THE RIGHT TO AUDIT**

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

**31. APPLICABLE LAWS**

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

**32. CODE OF ETHICS**

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

**33. COLLUSION**

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 33.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 33.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 33.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 33.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 33.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

#### **34. INDEMNITY**

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

#### **35. NON DISCLOSURE**

By accepting the Award, the Awarded Bidder agrees not to divulge to third parties, without the prior written consent of the Participating Member(s) any information that a prudent businessperson would consider sensitive, obtained by the Awarded Bidder in connection with the performance under this Award agreement. Information includes, but not limited to, technology, specifications, manuals, customer supplied information,



design of utility water and electrical systems. The Participating Member(s) must approve access to sensitive Member information in advance. If so requested by Participating Member(s), the Awarded Bidder further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Award agreement. Notwithstanding the above, the preceding shall not apply if the information was public knowledge, already known by Awarded Bidder, was obtained by Awarded Bidder from a third party who did not receive the information from Participating Member, or was independently developed by Awarded Bidder.

**36. INSURANCE REQUIREMENTS**

Before starting and until Acceptance of Work by Participating Member, and without further limiting Supplier’s liability under this Agreement or a Participant contract, the Supplier shall procure and maintain, at is sole expense, insurance of the types and in the amounts stated below:

<b>Schedule</b>	<b>Amount</b>
<u>Workers Compensation</u> Statutory Coverage Employer’s liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence
<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier’s Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify Participating Members as additional insureds for all coverage except Worker’s Compensation and Employer’s Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Participating Members.

The Supplier shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor’s certificates of insurance to Participating Member prior to allowing Subcontractor to perform Work at any site or Work Area.

## BIDDER'S ENVIRONMENTAL IMPAIRMENT RESPONSIBILITY

- A. The Bidder acknowledges that the performance of this contract is, or may be, subject to Federal, State, and Local laws and regulations enacted for the purpose of protecting, preserving, or restoring the environment. The Bidder shall, at his sole cost, will be responsible for full compliance with any such laws or regulations.
- B. The Bidder's performance under this contract shall include, but not be limited to:
  - 1. Performance in a manner to minimize disturbance of or damage to the environment.
  - 2. To the extent caused by the performance of this contract by or on behalf of the Bidder, the clean-up, repair or restoration of the environment to the extent required by any Federal, State, or Local laws or regulations.
- C. The Bidder shall be responsible for any fines, penalties, damage, or assessments made against the Bidder or Participating Members resulting from the performance of this contract by or on behalf of the Bidder.
- D. The Bidder's obligation under paragraph B and C above shall survive the contract and shall not be limited in any manner by acceptances of final payments.

### **37. LICENSES**

As a condition precedent to having a bid considered, bidders must submit, with their bids, or before, evidence that such bidders possess all certifications, registrations, and licenses required by federal, state, and local laws or ordinances, rules and regulations to perform the work that is subject to this Invitation for Bid. Failure to submit such evidence shall result in grounds for refusal to award a contract. The burden shall be on the bidders to show that particular certificates, registrations, and licenses are not required.

### **38. WARRANTIES**

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work, as applicable. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by Awarded Bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

**39. ACCEPTANCE OF SERVICES**

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

**40. TERMINATION FOR DEFAULT**

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

**41. TERMINATION FOR CAUSE**

The performance of work on a Purchase Order issued under this Award agreement may be terminated for cause by a Participating Member (s) in accordance with this clause in whole, or from time to time, in part, whenever the authorized Member representative, in his or her sole judgment, determines that the Awarded Bidder is not meeting the minimum performance level required. If the Award agreement is terminated under this provision, the Member shall not be required to purchase any remaining items or continue any work. Additionally, the terminated Bidder shall not be eligible for consideration for any replacement Award agreement.

**42. TERMINATION FOR CONVENIENCE**

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

**43. LIQUIDATED DAMAGES**

If Awarded Bidder fails to complete specified Work on or before the dates specified by a Participating Member, in a particular Participant Contract or Purchase Order, Awarded Bidder shall pay Participant the amounts listed below for each and every calendar day, including Sundays and holidays (as specified by the Participating Member), starting on the day following the date specified by Participating Member, until the date the Work is completed and Accepted by the Participating Member.

<u>Activity</u>	<u>Amount</u>
a) Delivery	\$1,000.00
b) Other	\$100.00

Awarded Bidder understands and agrees that said daily sum is to be paid not as a penalty but as compensation to the Participating Member for fixed and reasonable liquidated damages due to losses that Participating Member will suffer because of such default, whether through increased administrative and engineering cost, interference with Participating Member’s normal operation, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity.

Liquidated damages may, at Participating Member’s sole discretion, be deducted from any monies held by Participating Member that are otherwise payable to Awarded Bidder.

Awarded Bidder’s payment of liquidated damages shall in no way relieve the Awarded Bidder of any other obligations under this agreement, a Participant Contract or Purchase Order.

**44. CONTROL OF WORK AND SUBCONTRACTORS**

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

**45. SUSPENSION OF WORK**

Participating Member(s) may suspend the Work under the Award or any portion thereof at anytime. Participating Member(s) may at any time reduce Crews, Equipment, and Staffing.

**46. CONDUCT OF WORK**

In case of an accident on the Work, an accident report shall be prepared by the Bidder and one copy thereof given to the Participating Member within 24 hours after the occurrence. The Bidder shall enforce all instructions of Participating Member regarding signs, advertising, fires, danger signals, hold tag systems, barricades, and smoking, and shall require all of its personnel to comply with all building, post or institutional regulations while on the premises. Before any Work begins, all traffic control

including, but not limited to, signs, flagging and barricades, shall be in accordance with the current State Dept. of Transportation MOT manual.

**47. PROTECTION OF PROPERTY AND STRUCTURES**

The Awarded Bidder shall at his own cost and expense, sustain in their places and protect from direct or indirect injury, any and all water and gas mains, sewers, conduits, curbs, tracts and all other structures or property in the vicinity of the Work, whether over or under the ground.

**48. DAMAGED CARS DUE TO SOOT AND OTHER AIRBORNE SUBSTANCES**

Participating Member(s) will not be responsible for any damage to Awarded Bidder's employee's vehicles caused by soot blown out of the generating station's stacks and any other airborne substances including paint over spray. Participating Member(s) will not be responsible for any damage to Contractor's vehicles while on Participant's property. Awarded Bidder agrees to indemnify, hold harmless and defend Participating Member(s) against any liability and claims as a result of such damage.

**49. WORK STOPPAGE**

Work stoppage/slowdown will not be tolerated. Should this occur, the Contractor will be notified by registered mail to return to work within five calendar days from receipt of notice. If the Contractor does not return as notified, the Contract may be terminated. Participating Member(s) at its sole option may award to another Offerer or apply Liquidated Damages. Contractor shall be responsible for the cost difference between their bid and whichever contractor obtains the work performed under these specifications for the duration of the subject contract if awarded to another bidder. At no time will contractor relocate any equipment and/or personnel off of a Participating Member's System without approval of the Participating Member or their designee. If so, then Participating Member will consider this as a Work stoppage/slowdown. See Liquidated Damages

**50. ACCEPTANCE AND PAYMENT FOR WORK COMPLETED**

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

**51. MODIFICATION OR WITHDRAWAL OF BID**

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

**52. ERRORS IN BIDS**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

**53. No Bid**

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

**54. DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

**55. "OR EQUAL" INTERPRETATION**

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "Samples". Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

**56. USE OF TRADE NAMES**

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

**57. AUTHORIZED PRODUCT REPRESENTATION**

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

**58. REGULATIONS**

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

**59. CANCELLATION**

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

**60. ROYALTIES AND PATENTS**

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

**61. TAXES**

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

**62. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**63. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess

of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**64. DRUG-FREE WORKPLACE**

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

**65. BID TABULATION**

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

**66. BUDGETARY CONSTRAINTS**

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

**67. MANUFACTURERS**

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

**68. MINORITY BUSINESS UTILIZATION**

Bidders are encouraged to utilize certified and qualified minority and women-owned (M/WBE) firms as subcontractors/suppliers where performance of the Work will not be adversely effected and such firms are competitive in price and product/service quality. Bidder shall provide report to the Participating Member(s) in bid submittal and thereafter, which details product/service is provided by qualified M/WBE firms.

**69. FEMA REIMBURSEMENT**

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



## **70. REMEDIES**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

## **71. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **72. CONTRACT HOURS AND SAFETY STANDARDS ACT**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**73. CLEAN AIR ACT**

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**74. FEDERAL WATER POLLUTION CONTROL ACT**

(a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**75. ACCESS TO RECORDS**

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**76. SUSPENSION AND DEBARMENT**

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (\_\_\_\_\_). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**77. BYRD ANTI-LOBBYING AMENDMENT**

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

**78. PROCUREMENT OF RECOVERED MATERIALS**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**79. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**80. CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

**81. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS** (for all contracts)

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply with all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

**82. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Owner, Contractor, or any other party pertaining to any matter resulting from the Contract.

**83. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**  
(for all contracts)

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

**84. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**  
(for all contracts)

The Contractor grants to Owner, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Owner.

**85. DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**86. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143- 1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(b) Prohibitions

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions

1. This paragraph does not prohibit Contractor from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - A. Are not used as a substantial or essential component of any system;  
and
  - B. Are not used as critical technology of any system.
  - C. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**87. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If Contractor intends to subcontract any portion of the work covered by this Contract, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include: (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (e) Using the services and

assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**88. BID SUBMITTAL REQUIREMENTS**

In addition to the bid forms and required forms (BF-1, DF-1, and AOC-1 – AOC-7 as applicable), bidders must also submit:

- 1) Licenses and certifications.
- 2) Proof of Insurance. See Section 36.
- 3) Documentation of 3+ yrs. company history of providing this service; with emphasis on work for electric utilities in the state of Florida.
- 4) A list of references (Can be the same as utilities provided for history documentation.)



# LOCATION OF FMPA MEMBERS State of Florida



# TECHNICAL SPECIFICATION

# FMPA Technical Specification and Requirements

## Utility Debris Removal Services

### 1. SCOPE

This specification covers the delivery of Utility Debris Removal Services from qualified vendors with a minimum of three (3) years' experience working with utility services.

Services shall include planned debris management and debris resulting from, but not limited to catastrophic events such as tornadoes and hurricanes. The Contractor shall clear and remove any and all "eligible" debris in accordance with Participating Member(s) guidelines, primarily from public rights-of-way on City streets and roads. Only eligible debris will be paid for under this award agreement.

The general scope of service applies to:

- Vegetative debris collection and transportation to local landfill or designated facility
- Construction and demolition collection and transportation to local landfill or designated facility
- Recovery and recycling of E-Waste such as televisions, computers, etc.
- Coastal and beach related debris and sand reclamation
- Removal of abandoned boats and vehicles
- Removal of hazardous and biohazardous materials
- Etc.

Work will include the following:

- Examine debris to determine whether or not debris is eligible, burnable or non-burnable;
- Load the debris;
- Haul the debris to approved staging area, dumpsite or landfill;
- Process debris including sorting, grinding, mulching or burning;
- Establish and operate temporary debris staging and processing sites;
- Provide project management services;
- Haul and dispose of reduced debris to permitted disposal site;
- Respond and repair damages resulting from Contractor's work;
- Keep accurate records and provide copies to Participating Member(s) if requested;
- Assist Participating Member(s) in FEMA and FHWA reporting and reimbursement efforts; if requested.

The successful bidder will be required to perform according to industry standards. The successful bidder will also be required to work in locations inaccessible by trucks. Therefore, personnel should be capable of performing in a variety of environments; within services territories from the Florida panhandle to Key West (from Key West to Sunshine Key-Miles Marker 0 through Mile Marker 42).

This service will include blue skies scheduled work as well as storm related services.

Participating Members requirements are detailed below:

**City of Green Cove Springs:**

25 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**Ft. Pierce Utilities Authority:**

37.91 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**City of Wauchula:**

4.7 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**Town of Havana:**

5 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**City of Newberry:**

5 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**New Smyrna Beach Utilities:**

38 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**City of Homestead:**

14.5 Sq. Miles of Area

- Planned Removal Services
- Storm related services

**City of Lake Worth Beach:**

12 Sq. Miles of Area

- Planned Removal Services
- Storm related services

## 2. METHODS

Processing of debris shall include the establishment and operation of disaster debris management site (DDMS)/processing site(s) throughout the city of Participating Member(s) where collected debris may be sorted, recycled, ground, mulched, burned or otherwise segregated for transport and disposal to the local Solid Waste Landfill or other approved disposal facilities. The Participating Member(s) will coordinate with FDEP for pre-approval of the DDMS locations.

The Contractor shall load all debris or mulch with grapple, clamshell or other mechanical type loading devices.

The Contractor shall insure that all vehicles, trucks, equipment and trailers are in compliance with all Federal, State and Local rules, laws and regulations. The Contractor shall insure that all vehicles, trucks, equipment and trailers are properly licensed, insured, and safety equipped in compliance with all Federal, State and Local rules, laws and regulations.

The Contractor will comply with the FEMA Time-and-Materials requirements, based on bidder quote provided in this bid, not to exceed 70 hours actual worked for the "first push." Work inspections and reports will be prepared daily. All reporting for the "first push" will state the amount of work accomplished each day in quantitative terms. Upon reaching the 70 hours maximum all reimbursement based on Time-and-Materials will cease and thereafter payment terms will be based on unit measures.

All transport hauling equipment shall be single axle, tandem wheel, or semi-trailer trucks that are designed by the manufacturer for the intended purpose. No plywood extended sides will be permitted. Steel side extensions that have steel reinforced vertical supports are allowed.

The Contractor shall assure that all subcontractors have English-speaking supervisors or representatives available at all times to communicate with utility personnel.

Participating Member(s) may require that Contractor provide a roofed inspection tower, which will accommodate inspectors, and be built to a height to allow a clear view into all truck and trailer beds if the cubic yard method is selected for disposal.

Participating Member(s) may require that each truck or trailer used to haul debris be measured by a Participating Member(s) representative and be numbered and prominently tagged with the truck number and capacity readily visible. In this case, the contractor will supply FEMA approved signs/stickers for each truck/trailer.

Electronic ticketing may be used and will be provided through the Participating Member(s)'s Debris Removal Monitoring contractor.

The Contractor shall provide at each active site at least one portable toilet facility that is clean and regularly maintained throughout the contact time.

The Contractor shall reclaim the site upon completion of the processing activities to include, at a minimum, removal of all equipment and debris; grading of the site to its historical condition; and seeding and mulching or hydro-seeding of the disturbed areas.

The Contractor shall be responsible for obtaining and paying for all permits needed to construct, operate, maintain, close and reclaim the debris processing sites.

The Contractor shall be responsible for any environmental sampling required at the sites by Federal, State and/or local regulatory agency.

The Contractor shall maintain the sites in accordance with all Federal, State and Local laws, rules and regulations including, at a minimum, erosion control; storm water management; and fire control.

The Contractor shall supply the Participating Member(s) with any and all documentation required for the Participating Member(s) to receive reimbursement from FEMA including but not limited to, truck and trailer registrations, disposal tickets, debris disposal logs, and any other data required for FEMA and State reimbursement applications.

PRIVATE PROPERTY:

The Participating Member(s) will acquire right-of-entry forms from the gated/private subdivisions and owners of property or private roads. These will be provided to the Contractor and will be strictly observed so that no unauthorized debris is picked up by the Contractor.

The Contractor shall have employees or sub-contractors with the proper certifications to handle and dispose of hazardous waste, bio-waste, Freon removal from white goods, asbestos or any other material requiring special licensing or certification. Copies of the certifications/licenses shall be provided to the Participating Member(s).

Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the Participating Member(s), will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility. The Participating Member(s) will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties. Structure demolition shall include termination/capping of all utilities (sewer, water, gas, electric, etc), removal of; white goods, household hazardous waste, small engine equipment, and if necessary proper removal of asbestos materials.

#### COASTAL AREAS:

Sand reclamation shall consist of clearing, sifting and returning clean sand to the beach from public rights-of-way (ROW) and private property using accesses designated by the Participating Member(s). No sand shall be removed from private property without written consent from FEMA. In addition, the Contractor must also have a Right of Entry (ROE) permit before entering private property for sand reclamation. The Participating Member(s) will obtain the Right of Entry permits and provide them to the Contractor. Additionally, the Contractor must have permits issued by the Florida Department of Environmental Protection, U.S. Fish and Wildlife Service, local City, and/or the Participating Member(s). The Contractor shall request any Right of Entry or other permit at least five working days in advance of the need for such permits.

Contractor shall reclaim and clean beach quality sand washed overland onto public property, including highway and street rights-of-way and onto private property, by loading, hauling, sifting and disposal of sifted debris as directed by the Participating Member(s) Representative. Contractor shall remove sand down to existing vegetation and no further and shall not remove gravel from driveways. Beach sand located in the rights-of-way will be removed, sifted to remove foreign materials, and returned to the beach as directed by the Participating Member(s) Representative. The Participating Member(s) Representative will account for the cubic yards of debris laden sand hauled to sifter using Load Tickets. Sand contaminated with chemicals, gasoline, oils, or other solvents shall be separated, contained by the Contractor and transported to the Participating Member(s)'s Hazmat Disposal Site, as directed by the Participating Member(s) Representative.

Sifters shall be tracked, self-propelled machines capable of moving on the beach from site to site and shall be equipped with 3/8" stainless steel slotted screens as the final screening device in each sifter. Each sifter shall be capable of sifting a minimum of 250 cubic yards per hour under normal operating conditions, as determined by the Participating Member(s) Representative. The disposal cost of debris separated from reclaimed sand shall be as provided in the appropriate debris disposal bid items. Sifted sand will be collected at the sifter, evenly distributed along the beach and shaped to match the pre-disaster beach profile. The Participating Member(s) Representative will account for the cubic yards of sand hauled to beach from the sifter using Load Tickets. A survey of the pre-disaster beach profile will be provided by the Participating Member(s). The Participating Member(s) will provide daily before and after sand placement surveys to verify that the Contractor has met the pre-disaster beach profile. The Contractor shall not move to another designated work area until receiving approval from the City Representative. All labor, materials and equipment necessary to collect sifted sand, haul

it, spread and shape to pre-disaster profile shall be included in the cost per cubic yard. The restoration on the rights-of-way to a reasonably undamaged, clean condition shall be accomplished through landscape raking of the rights-of-way and shall be paid for on a square yard basis. The disposal cost of raked debris shall be included in the unit price. The Participating Member(s) Representative shall determine which areas shall be raked.

The Contractor shall remove medium to large sized debris from the beach using beach rake capable of raking to a depth of 24" with a maximum tine spacing of 12" on center as directed by the Participating Member(s) Representative. The Contractor shall be paid on cost per acre and shall include all labor, materials, equipment and disposal of raked debris in the unit price per acre.

The Contractor shall remove small sized debris from the beach using a tractor-towed (or equivalent) beach sifter capable of sifting to a depth of 8" with a maximum screen size of 3/8" as directed by the Participating Member(s) Representative. The Contractor shall be paid on cost per acre and shall include all labor, materials, equipment and disposal of sifted debris in the unit price per acre.

Derelict vehicle or boat removal shall comply with all Federal, State, and local laws to ensure that the owners are properly noticed before the items are removed and or disposed of. Derelict vehicles and boats shall be disposed of at an approved recycling and or waste facility.

#### 4. INSPECTIONS AND TESTS

##### 4.1 GENERAL

- 4.1.1 Tests, certifications, or inspections may be required for services or products offered as substitutes for those currently being used to ensure they meet or exceed the Members' operational performance requirements and adherence to specification requirements.
- 4.1.2 The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.
- 4.1.3 The manufacturer shall conform to a Q/A program, which shall be made available to the Participating Member on demand.
- 4.1.4 Certified test reports on all material shall be available to the Participating Member upon request.
- 4.1.5 Participating Member(s) and their designated representatives shall have access to the Work at all times and may provide inspection to determine whether the Work conforms to the specifications.

4.1.6 Participating Member(s) inspection of the Work or its failure to inspect the Work will not relieve Contractor of its obligation to fulfill the requirements of the award agreement. Participating Member(s) inspection of the Work or failure to inspect the Work will not be construed as acceptance of the Work by Participating Member(s).

#### 4.2 REJECTION OF MATERIAL/SERVICE

Any material/service delivered under these specifications which, in the opinion of the Participating Member, does not meet the requirements set forth herein with regard to material, fabrication, delivery or performance shall be remedied in a manner satisfactory to the Participating Member and consistent with the specifications.

#### 5. CLEAN UP

The Awarded Bidder shall leave Job Site in a clean and neat condition. Participating Member will try to negotiate a location for disposal of said debris. The Bidder shall not sell or offer for sale any material generated by any work performed on or around Participant's property.

#### 7. MANAGEMENT SCHEDULE

The Successful Bidder shall work with those Participating Member(s) to create plans and schedules.

#### 8. STORM RESTORATION WORK

Contractor shall be willing to work 16 or more hours per day until the storm restoration is complete if requested by the Participating Member(s). Weekly time sheets are required by Participating Member(s).

Overtime will only be paid for those hours worked in excess of 40 hours per employee.

#### 9. SALVAGE

Any existing equipment or material, including but not limited to excavated earthwork, grates, frames, pipes, fittings, park equipment, etc., which is removed or replaced under this Contract, may be designated as salvage by the Participating Member(s) or their Engineer. All salvage material shall be the property of the Participating Member(s) and shall be delivered by the Contractor to a location directed by the Participating Member(s). Any existing equipment or material which is removed or replaced under this Contract and not deemed salvage shall become the property of the Contractor. Said Contractor's property shall be removed from the site and disposed of in a manner approved by the Participating Member(s).

#### 10. TIPPING FEES

Tipping fees will be billed, with no mark up, by local Landfill directly to the Participating Member(s). Tipping fees will not be reimbursed to Contractors.



**PROPOSAL TO FURNISH  
UTILITY DEBRIS REMOVAL SERVICES  
FOR THE FLORIDA MUNICIPAL POWER AGENCY  
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet BF-2 and BF-9.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount \_\_\_\_% for payment made within \_\_\_\_ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on Bid Form BF-2 and BF-9.

Prices quoted shall remain firm and irrevocable for a period of one (1) year from date of award.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number \_\_\_\_\_ Dated \_\_\_\_\_  
Number \_\_\_\_\_ Dated \_\_\_\_\_

Respectfully submitted:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_  
(Type or Print Name of Signer)

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

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

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

**FMPA ITB 2024-037**  
**Notice of Intent-to-Bid Form**

**Due Date: March 29, 2024**

If you intend to submit a response to this Request for Proposal, we ask that you complete this form as soon as possible and e-mail it to [sharon.samuels@fmpa.com](mailto:sharon.samuels@fmpa.com). You may also mail a copy of this form to the following address:

Sharon Samuels  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

**If you identify yourself as a potential respondent, FMPA will be able to notify you of any ITB changes or revisions and forward to you any addenda to the bid.**

**Please note:**

Filing an Intent-to-Bid form is voluntary: It is NOT required by FMPA in order for you to submit a response.

Filing an Intent-to-Bid form does not commit you to responding.

Filing an Intent-to-Bid form is **required** if you submit specific questions concerning this bid.

----- **Intent-to-Bid** -----

ITB 2024-037

Name of Company:

Address:

Name of Contact Person:

E-Mail Address:

Phone:

**FMPA ITB 2024 – 037**  
**Utility Debris Removal Services**  
**BLUE SKIES Pricing**

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the bid submittals.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded Bidder(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>
	<i>Pricing to Include Labor, Equipment, Materials and Disposal.</i>		
1.	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City (within City limits).	CY	_____
2.	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of City limits.	CY	_____
3.	Unit Price for Mixed Debris Collection and Transportation to Participating Member(s) local Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by local Landfill directly to the Participating Member(s), if applicable.	CY	_____
4.	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Participating Member(s) local Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by local Landfill directly to the Participating Member(s), if applicable.	CY	_____
5.	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		_____
6.	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Participating Member(s) or Contractor's site(s).	CY	_____
7.	Unit Price for Hauling Mulch from Participating Member(s) or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	_____

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>
	<i>Pricing to Include Labor, Equipment, Materials and Disposal.</i>		
8.	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	_____
9.	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Participating Member(s) or Contractor's site(s). Burning will not be allowed inside the City limits.	CY	_____
10.	Hazardous Waste Removal, Transport and Disposal	LB	_____
11.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	_____
12.	Dead Animal Collection, Transport and Disposal	LB	_____
13.	White Goods Collection, Transport and Disposal	EA	_____
a.	Freon management and Disposal	UNIT	_____
14.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gasoline equipment, etc.	SF	_____
a.	Regulated Asbestos Containing Materials abatement if required.	LB	_____
15.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)	CY	_____
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Participating Member(s).	CY	_____
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	SY	_____
16.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	_____
17.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	_____

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>
18.	<i>Pricing to Include Labor, Equipment, Materials and Disposal.</i> Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	_____
19.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	_____

**Definitions/Clarifications**

*Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.*

*Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.*

*Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:*

- *Non-liquid human tissue and body parts; autopsy waste;*
- *Laboratory and veterinary waste which contains human disease-causing agents;*
- *Used disposable sharps and contaminated equipment;*
- *Human blood, human blood products and body fluids;*
- *Human Pathogens;*
- *Animal Cell Cultures;*
- *Infected or potentially infected animals and/or excised tissue;*
- *Infected or potentially infected human tissue, secretions or blood.*

*Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:*

- *Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or*
- *Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.*

*Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):*

*1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which*

generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

**Household Hazardous Waste (HHW)** includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

**TRAVEL AND MOBILIZATION FOR SERVICES**

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide service in a particular zone by listing the zone number(s) here.

\_\_\_\_\_

**Mobilization**

Below, please indicate the total travel cost, including mileage, and manhours, from your facility to each zone (please see zone map). If return costs apply, please also note so below.

Zone 1	Zone 1	Zone 3	Zone 4	Zone 5

**Mobilization and Other Charges**

	Unit Price
Travel Rate per Mile	\$
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$

Check here if you decline to bid on **Blue Skies Services**

**FMPA ITB 2024 – 037**  
**Utility Debris Removal Services**  
**EMERGENCY RESPONSE AND STORM RELATED SERVICES Pricing**

**Contractor Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PRICING:**

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the bid submittals.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded Bidder(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>
	<i>Pricing to Include Labor, Equipment, Materials and Disposal.</i>		
1.	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City (within City limits).	CY	_____
2.	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of City limits.	CY	_____
3.	Unit Price for Mixed Debris Collection and Transportation to Participating Member(s) local Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by local Landfill directly to the Participating Member(s), if applicable.	CY	_____
4.	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Participating Member(s) local Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by local Landfill directly to the Participating Member(s), if applicable.	CY	_____
5.	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		_____
6.	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Participating Member(s) or Contractor's site(s).	CY	_____
7.	Unit Price for Hauling Mulch from Participating Member(s) or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	_____

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>
	<i>Pricing to Include Labor, Equipment, Materials and Disposal.</i>		
8.	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	_____
9.	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Participating Member(s) or Contractor's site(s). Burning will not be allowed inside the City limits.	CY	_____
10.	Hazardous Waste Removal, Transport and Disposal	LB	_____
11.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	_____
12.	Dead Animal Collection, Transport and Disposal	LB	_____
13.	White Goods Collection, Transport and Disposal	EA	_____
a.	Freon management and Disposal	UNIT	_____
14.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gasoline equipment, etc.	SF	_____
a.	Regulated Asbestos Containing Materials abatement if required.	LB	_____
15.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)	CY	_____
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Participating Member(s).	CY	_____
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	SY	_____
16.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	_____
17.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	_____



<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>
18.	<i>Pricing to Include Labor, Equipment, Materials and Disposal.</i> Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	_____
19.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	_____

In reference to Section 3, of the terms and conditions, please indicate if you are **unable** to provide **Emergency** Service in a particular zone by listing the zone number(s) here.

\_\_\_\_\_

<b>Mobilization</b>				
Below, please indicate the total travel cost, including mileage, and manhours, from your facility to each zone (please see zone map). If return costs apply, please also note so below.				
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>

<b>Mobilization and Other Charges</b>	
	<b>Unit Price</b>
Travel Rate per Mile	\$
Charge if work is cancelled <u>prior</u> to mobilization	\$
Charge if work is cancelled <u>after</u> to mobilization	\$
Per diem rate if overnight stay is required	\$
Other:	\$

Check here if you decline to bid on **Emergency Response Services**

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

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

The undersigned vendor in accordance with Florida Statue 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 actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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.

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

\_\_\_\_\_  
Date

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

# STATEMENT OF NO BID

General Manager  
Florida Municipal Power Agency  
Joint Purchase Project  
8553 Commodity Circle  
Orlando, FL 32819

## Reference FMPA ITB # 2024-037

We, the undersigned, have declined to bid on your Invitation to Bid Number 2024-037, March 2024, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for UTILITY DEBRIS REMOVAL SERVICES for the following reasons:

- We do not offer this service/product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

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

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**AFFIDAVIT OF COMPLIANCE**  
FMPA ITB # 2024-037

\_\_\_\_\_ We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

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Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

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

Telephone Number: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Minority Business Status: Yes  No  If yes, please indicate type and certificate # below

\_\_\_\_\_

**Anti-Lobbying Declaration**  
**Certification for Contracts, Grants, Loans and Cooperative Agreements**  
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Bidder, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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Regarding Sections 69 through 87 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution Control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Changes

Compliance with Federal Law, Regulations, and Executive Orders

No Obligation by Federal Government

Program Fraud and False or Fraudulent Statements or Related Acts

License and Delivery of Works Subject to Copyright and Data Rights

Domestic Preference

Prohibition on Certain Telecommunications and Video Surveillance Services or  
Equipment

Contracting with Small and Minority Businesses, Women's Business Enterprises,  
and Labor Surplus Area Firms

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official  
AOC - 3

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Date

## DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Proposer \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

Title \_\_\_\_\_

Complete Business Address of Proposer: \_\_\_\_\_

\_\_\_\_\_

State of Incorporation \_\_\_\_\_

\_\_\_\_\_

Complete Address of Principal Office \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

E-Mail \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business name and address of \_\_\_\_\_  
[name of bidder or contractor]

is \_\_\_\_\_.

2. My relationship to \_\_\_\_\_  
[name of bidder or contractor]

is \_\_\_\_\_

[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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 guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]



7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

\_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and county first mentioned

above on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(Affix Seal)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Type or Printed Name

**DISPUTE DISCLOSURE**

**Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.**

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES             NO

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES             NO

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES             NO

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

***Project: FMPA ITB# 2024-037***

\_\_\_\_\_  
**Firm**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Officer Title**

\_\_\_\_\_  
**Printed or Typed Name**



**Thanks for your interest in serving our Members.**