



City of Milton

Purchasing Department

RFP 2023.04 Hurricane Disaster- Recovery Admin Services ***ADDENDUM #2 – Questions and Answers - Part 2*** ***February 8, 2023***

1. Page 3, #9 The RFP states “The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal”. Will the City of Milton please clarify what is being referred to with the term “lowest”? If it is lowest price, does this mean the contractor with the lowest price and a technically acceptable and compliant proposal will get the award?

Item 9 reads: “The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal.”All these items together are important. Price specifically has a scoring of up to 25 points.

2. Page 1, Section V. If a contractor is not submitting their proposal by mail, and is using a delivery service such as FedEx, should the contractor send their proposal to the “Mailed To” address or the “Delivered To” address?

Use the “Delivered To” address for any delivery service as the PO Box doesn’t accept deliveries.

3. Page 2 Section IV, Copies. For the electronic copy of the proposal, would a USB flash drive be an acceptable form of media to submit proposals?

Yes.

4. Page 2, Section III The RFP states the proposal must complete and include the Certificate Regarding Debarment. This form was pulled down from the City’s website. The following have lines for information on the form (at the bottom):

Name
Title
Firm
Project Name
Project Number
Street Address
City, State and Zip

Can the City please confirm that they are requesting a signature where it states “Name”?

Yes. Please sign at the name line.

5. Page 9, Step two, #1 Cover Letter. The last part of the paragraph states: “This information shall be summarized in a matrix format in each of the follow”. This appears

to be an incomplete statement. Will the City of Milton please confirm and correct the error?

The Cover Letter should be “brief” in statement of past work.

The partial sentence: –This information shall be summarized in a matrix format in each of the follow-- is now deleted.

6. Pages 9-10, Section E. Liability and Indemnification. The RFP states the following: To the extent permitted by law, the contractor will release, indemnify, defend and hold harmless the City of Milton, from and against all claims, losses, damages, costs (including legal fees), expenses and liabilities in respect of personal injury including death or disease to any person employed by contractor, arising from or relating to the performance of the agreement.” Would the City be willing to add in the following after the word “agreement “ in the last sentence: “due to contractor’s sole negligence”?
No. Contractor shall be responsible for their damages. Being negligent or not negligent are not factors.
7. Page 10, Section E. Liability and Indemnification. The RFP states the following: Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be repaired and/or replaced at no additional cost to the City. Would the City be willing to add “Due to the Contractor’s sole negligence”?
No. Contractor shall be responsible for their damages. Being negligent or not negligent are not factors.
8. Page 4 of Attach A- General Terms and Conditions. Section 5.3 Section 5.3 states “No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from City. Contractor expressly acknowledges and agrees that it shall receive no damages for delay.” Would the City be willing be willing to allow costs from a contractor if they can be justified and allowable under FEMA guidelines?
Yes- if justified and allowable under FEMA guidelines-- then the City would allow costs from the contractor.
9. Pages 5-6 Attach A. Section 9.1 Section 9. Indemnification and Insurance states: 9.1 “Contractor agrees to save harmless, indemnify, and defend City and its consultants, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys’ fees and paralegals’ fees, for any expense, damage or liability incurred by any of them whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom the Contractor is legally liable, of

any materials, tools, machinery or other property of the City. City and Contractor agree the first \$100.00 of the Contract Amount paid by City to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of City by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of this Agreement. Would the City be open to removing "consequential damages, or economic loss, including environmental impairment" from Section 9.1?

No. We will not be modifying our General Conditions.

10. Attach A page 16. Section 14.3 Section 14.3 of General Terms and Conditions states the following: If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or City, as the case may be, and this obligation for payment shall survive termination of the agreement." Would the City be willing to withhold a retainage amount instead of withholding all payments?

This section is labeled: "Termination for Default". This language is only applicable if the contract is terminated due to the contractor being in default. Section 14.1 denotes the ways that the contractor shall be considered in material default of the agreement.

11. Addendum 1, Response #4. In Q&A response #4, the City noted that proponents may provide their own positions and rates for consideration. Will the City please confirm if proponents can edit, remove, or add labor categories in the Cost Proposal Form in order to provide positions for this specific solicitation?

Yes you may edit, remove, or add labor categories on the Cost Proposal Form.

12. What are some examples of "financial stability"?

Provide your most recent unaudited annual financial statements.

13. Does the City anticipate using this contract for existing needs or solely for future disasters? If the former, what work does the City anticipate needing assistance with?

The city anticipates activating this contract if/when a disaster strikes our city, and where we would be in need of administrative services.

14. Does the City have an incumbent, and if so, who?
Yes. Innovative Emergency Management, Inc. (IEM). Their contract is expiring on 05.15.2023.
15. Given the breadth of the scope of work, the existing list of job titles will likely be insufficient to perform all possible work that may be required. Will the City allow proposers to include additional titles and rates as part of the "Additional Costs, Special Exceptions, Notes, or Comments" portion of the cost proposal form?
Yes.
16. Could the City please clarify what responsibilities the "Senior Engineer/Planner/Analyst" and "Engineer/Planner/Analyst" positions cover, given that they seem to include multiple unrelated roles?
There is not a job description for these 2 positions. The positions are noted as a guide for establishing an apples to apples comparison. If engineering and planning work are something you may not be able to provide please notate on the Cost Proposal Form. And, if these job titles do not align with your titles, you may provide alternate positions and/or comments in the comment area.
17. Could the City confirm whether the insurance resolution work included in the Scope of Work is for resolving insurance vis-à-vis FEMA claims or if it is for adjusting services that will require a Florida adjuster's license? If the City does require adjusting support, is the work to be completed based on hourly rates, or should proposers quote costs for insurance as a percentage of claim?
FEMA Claims. The Cost Proposal form is for hourly rates.
18. Could the City clarify whether the references requested (listed in "Experience" section, page 9 of the RFP) are required to be for debris monitoring, given that debris monitoring is not listed in the Scope of Work?
Addendum 1 removed the words "for monitoring debris removal services" and replaced them with "Recovery Admin Services".
- (2) 25% Experience-** Bidders must submit references from prior and/or current contracts for ~~monitoring debris removal service~~ **Recovery Admin Services**. The City of Milton (City) will consider a bidder's past performance in determining the best bid. The bidder must provide the City with references from prior and/or current contracts. ~~for monitoring debris removal services.~~
19. Could the City clarify whether an approach to debris removal (listed in "Financial Capacity" section, page 9 of the RFP) is required, given that debris removal is not listed as part of the Scope of Work?
See question #18 above.
20. On page 2, Section III of the RFP, a Bid Bond is listed as required to be included with the proposal, but no additional information is specified. Could the City clarify whether this needs to be included?

The RFP is amended with this addendum and now does not require any bonding requirements (bid, performance, or payment).

21. The requirements in the "Cover Letter" section of RFP appear to be cut off. Could the City confirm what the requirements for the cover letter are?

The partial sentence: ~~This information shall be summarized in a matrix format in each of the follow--~~ is now deleted. The cover letter is a summary of your company.

22. Pages 1 through 11 have an open field at bottom right for a "Company Name". Does the City of Milton require the bidder to complete this field on each page and include a copy of the RFP in their proposal response?

Please sign and include in your proposal: pages 3, 4, and 5 of the documents.

23. Page 1 provides information to register as a vendor. Does the City require the bidder to register as a vendor prior to submitting the proposal response?

No. Registering is not a requirement.

24. Page 9 item #1 (Cover Letter): Please clarify what information is to be summarized in a matrix format.

See question #5 above.

25. Page 9 indicates the Cost Proposal form follow the #3 *Financial Stability Section* as well as be included in #7 *Signed Documents*. Which section should the Cost Proposal form be placed?

The Cost Proposal form should be in the "25% Cost Proposal Section".

26. Page 9 item #3 (Financial Stability) encourages bidders to provide evidence of financial capacity. Please clarify what type of evidence is being requested.

See question #12 above.

27. Page 9, item #6. Will the 5 points be awarded if the prime is not minority certified but a subcontractor on the team is minority certified?

No.

28. Can the city clarify if the additional 5 points are only awarded if the prime vendor is an MBE or will it be awarded to vendors with an MBE subcontractor?

The 5 points for Certified Minority Firm are only earned based on the MBE certification of the firm submitting the proposal. If yes, provide proof.

29. Will the city acknowledge that additional positions added to the bid sheet to accomplish the requested scope will not be scored in the evaluation to allow for a fair comparison of prices between respondents?

No. Any additional positions noted in the comment area will be taken into consideration and may affect the appropriate score area.

End of Addendum #1

The information given in this addendum is in addition to or supersedes conflicting information in the invitation to bid and is hereby made a part of the request.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BID.

ACKNOWLEDGEMENT:

I hereby certify that I have received the above addendum:

Signature

Date

**THIS ACKNOWLEDGEMENT MUST BE RETURNED
WITH BID/PROPOSAL PACKAGE.**