

**City Of Fort Walton Beach
REQUEST FOR PROPOSALS
RFP #17-012
Disaster Services – Debris Removal and Disposal
for the City of Fort Walton Beach**




Issued By:

**Purchasing Division
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org>**

Date of Issue: April 27, 2017

Note: A voluntary Pre-Proposal meeting will be held on May 11, 2017 at 10:00 a.m. in the City Hall Annex – Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

RFP PROCESS	DATE
Request for Proposals Issued	April 27, 2017
Pre-Proposal Meeting (voluntary)	May 11, 2017
Proposals Due	June 1, 2017
Evaluation Committee Meeting (tentative date)	June 14, 2017
Presentations (if needed)	June 19, 2017
City Council Award (tentative date)	June 27, 2017

City of Fort Walton Beach, Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, Florida, 32548 850-833-9523		
RFP 17-012 – Disaster Debris Removal Services		
Posting Date	April 27, 2017	
Purchasing Contact	Giuliana Scott, Purchasing Agent 850-833-9523 / gscott@fwb.org	
Opening Date & Time	June 1, 2017, 2:30 PM, CST	
Bid Opening Location	City Hall Annex Building, Purchasing Div., 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548	
<u>Submission Information:</u> Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to:</u> Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548	

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Note: A voluntary Pre-Proposal meeting will be held on May 11, 2017 at 10:00 a.m. in the City Hall Annex – Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana Scott, CPPB, Purchasing Agent
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

TABLE OF CONTENTS

PROPOSAL COVER PAGE; RFP SCHEDULE 1
 PROPOSAL REQUEST 2
 TABLE OF CONTENTS 3-6

SECTION 1: STANDARD FORMS 7-18

 1.1 Proposer's Certification 8
 1.2 Addendum Page 9
 1.3 Drug-Free Workplace 10
 1.4 Public Entity Crimes Form 11-12
 1.5 References 13
 1.6 Lobbying Certification 14
 1.7 Anti-Collusion Statement 15
 1.8 Federal E-Verify Compliance Certification 16
 1.9 Company Data 17
 1.10 Price Sheet 18

SECTION 2: GENERAL TERMS & CONDITIONS 19-26

 2.1 Proposals Binding 19
 2.2 Addendum & Amendments to RFP 19
 2.3 Public Opening 19
 2.4 Americans with Disabilities Act 19
 2.5 Contract Required 19-21
 2.5.1 Independent Contractor Status 19
 2.5.2 Copyrighted, Confidential Information 19
 2.5.3 Time is of the Essence 20
 2.5.4 Assignment 20
 2.5.5 Termination for Convenience 20
 2.5.6 Termination for Default 20
 2.5.7 Right to Audit Records 20
 2.5.8 Fiscal Year Funding Appropriations 21
 2.5.9 Florida Law Applies & Venue 21
 2.6 Failure to Execute Contract 21
 2.7 Proposer's Certification 21
 2.8 Public Entity Crimes 21
 2.9 Drug-Free Workplace 21
 2.10 Florida Prompt Payment Act 21
 2.10.1 Proper Invoice 21
 2.10.2 Delivery of Invoice 22
 2.10.3 Delivery Acceptance 22
 2.10.4 Invoice Disputes 22
 2.11 Conflict of Interest 22
 2.12 Purchase Contracts with Other Gov't Agencies 23
 2.13 Insurance & Bonds 23
 2.14 Performance, Labor & Material Bond Requirements 23
 2.15 Insurance Requirements 23-24
 2.16 Minority//Women/Veteran/Disabled-Owned Businesses 24

2.17	Public Records	25-26
2.18	Proprietary Information	26
2.19	Permits, Fees & Notices.....	26
2.20	Taxes	26
SECTION 3: SPECIAL TERMS & CONDITIONS		27-35
3.1	Price Firm	27
3.2	Performance Bonds & Insurance	27
3.3	FEMA General Grant Funding Conditions.....	27-32
3.3.1	Drug Free Workplace.....	27
3.3.2	Contractor Compliance	27
3.3.3	Conflict of Interest	28
3.3.4	Mandatory Disclosures	28
3.3.5	Utilization of Minority, Women, Labor Surplus Firms Participation.....	28
3.3.6	Equal Employment Opportunity	28-29
3.3.7	Davis-Bacon Act.....	29
3.3.8	Copeland Anti-Kick Back Act.....	29
3.3.9	Contract Work Hours & Safety Standards.....	29-30
3.3.10	Clean Air Act	30
3.3.11	Debarment & Suspension	30-31
3.3.12	Byrd Anti-Lobbying Amendment.....	31
3.3.13	Rights to inventions Made under Contract	31
3.3.14	Procurement of Recovered Materials.....	31
3.3.15	Access to Records & Reports	31-32
3.3.16	Records Retention.....	32
3.3.17	Federal Changes.....	32
3.3.18	Termination for Default	32
3.3.19	Safeguarding Personal Identification Information.....	32
3.3.20	Prohibition on Using Cost Plus Percentage of Cost Contracts	32
3.3.21	Prohibition on Using Time & Material Type Contracts	32
3.3.22	Disputes.....	32
3.4	Additional Contract Terms	33-35
3.4.1	Independent Contractor.....	33
3.4.2	Notice to Proceed.....	33
3.4.3	Changes in Scope of Work	33-34
3.4.4	Time of Completion.....	34
3.4.5	Liquidated Damages	34-35
3.4.6	Federal Aid Requirements	35
3.4.7	Compliance with Federal Laws	35
SECTION 4: SCOPE OF WORK		36-48
4.1	Intent	36
4.2	Scope - General Overview	36
4.3	Pre-Proposal Meeting.....	36
4.4	Length of Contract	36
4.5	Performance Schedule	37
4.5.1	Commencement	37

4.5.2	Activation of Contract.....	37
4.5.3	Work Plan	37
4.5.4	Work Hours.....	37
4.5.5	FDOT Assistance	37
4.6	Scope of Work - Part I (City Properties & Right of Way (ROW)).....	38-44
4.6.2	Services.....	38-40
4.6.3	Method of Removal	40-41
4.6.4	Load Tickets.....	41-42
4.6.5	Equipment	42-43
4.6.6	Reporting.....	43
4.6.7	Final Disposition.....	43
4.6.8	Measurement.....	44
4.7	Scope of Work - Part II (City Golf Course & Parks).....	45
4.7.1	General.....	45
4.7.2	Services.....	45
4.8	Other Considerations for Scope of Work I & II	45-48
4.8.1	Staff Supervision.....	45
4.8.2	Protection of Resident Workers	46
4.8.3	OSHA.....	46
4.8.4	Licenses.....	46
4.8.5	Permits	46
4.8.6	Damage to Property	46-47
4.8.7	Traffic Control	47
4.8.8	Storage of Equipment	47
4.8.9	Violations.....	47
4.8.10	Additional Work	47
4.8.11	FEMA Resources.....	48
SECTION 5: FORMAT & REQUIREMENTS OF SUBMISSION		49-53
5.1	Economy of Preparation - Copies; Original signature.....	49
5.2	Format & Section Order, Page Limits	49
5.2.1	Title Page	49
5.2.2	Table of Contents for Proposal	49
5.2.3	Executive Summary	49-50
5.2.4	Technical Approach & Capabilities.....	50
5.2.4.1	Monitoring, Planning, Scheduling.....	50
5.2.4.2	Timeline of Activities.....	50
5.2.4.3	Technical & Reimbursement Assistance.....	50
5.2.4.4	FEMA Experience.....	50
5.2.4.5	Debris Management Plan Preparation.....	50
5.2.4.6	Electronic Load Tickets / Reporting	50
5.2.4.7	Value-Added Services	50
5.2.4.8	Location.....	50-51
5.2.4.9	Equipment List	51
5.2.5	Similar Work Experience.....	51
5.2.5.1	Events	51
5.2.5.2	Agency details; contacts.....	51
5.2.5.3	Licenses / Certifications	51

5.2.6	Team Members	51
5.2.6.1	Organizational Chart	51
5.2.6.2	Key Staff.....	51
5.2.6.3	Manager Assigned to FWB	51
5.2.6.4	Staff Details	51
5.2.7	Minimum Qualifications	51-52
5.2.8	Proposer's Financial Stability.....	52
5.2.9	References.....	52
5.2.10	Price Sheet	52-53
5.2.11	Standard Forms	53
5.2.12	Minority Business Enterprise.....	53
5.2.13	Additional Information	53
5.2.14	Exceptions.....	53
5.2.15	Alternate Proposals	53
5.2.16	Property of City.....	53
SECTION 6 - EVALUATION OF PROPOSALS		54-58
6.1	Evaluation Committee	54
6.2	Evaluation Committee Meeting	54
6.3	Rating System	54
6.4	Presentations / Interviews	54
6.6	Evaluation Criteria / Scoring	54-55
6.7	Requests for Additional Information	55
6.8	Short List	55
6.9	Presentations / Interview Process.....	55
6.10	Incurred Expenses	55
6.11	Award by City Council	55
6.12	Contract Award.....	55-56
6.13	Negotiations	56
6.14	Vendor Protests.....	56
6.15	Questions Regarding Scope of Work or Proposal Process	56-57
6.15.1	Prohibition of Communications.....	56-57
6.15.2	Sole Point of Contact (contact information)	57
6.15.3	Discussion of Proposals	57
6.15.4	Vendor Question Deadline.....	57
6.15.5	Prohibition of Contact.....	57
6.16	Responsibility for Knowledge of Addenda.....	57
6.17	Response to RFP.....	57-58
6.17.1	Contact Restrictions	57
6.17.2	Point of Contact	58
6.17.3	Envelope Label for Proposals	58
6.17.4	Modification & Withdrawal of Proposals.....	58
SECTION 7 - NOTICE TO PROPOSERS		59

1.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

1.1 PROPOSER’S CERTIFICATION..... Pg 5

1.2 ADDENDUM PAGE..... Pg 6

1.3 REFERENCES Pg 7

1.4 DRUG-FREE WORKPLACE Pg 8

1.5 PUBLIC ENTITY CRIMES Form Pg 9-10

1.6 LOBBYING CERTIFICATION Form..... Pg 11

1.7 ANTI-COLLUSION Form Pg 12

1.8 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION..... Pg 13

1.9 COMPANY DATA Form..... Pg 14

1.10 PRICE SHEET Form Pg 15

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

1.1 PROPOSER’S CERTIFICATION – RFP 17-012

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (type or print)

EMAIL ADDRESS (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

Acknowledged & subscribed before me on the _____ day of _____, 2017,
by _____, as the _____ of
[business] _____

Signature of Notary
Notary Public, State of _____

Personally Known _____ -OR- Produced Identification of: _____

1.2 ADDENDUM PAGE RFP #17-012

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.3 DRUG-FREE WORKPLACE FORM RFP 17-012

The undersigned vendor, on _____, 2017, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 893, Florida Statutes, 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 convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

1.4 PUBLIC ENTITY CRIME FORM – RFP 17-012**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

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

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2017, and is personally known to me, or has provided _____ as identification.

My Commission expires

Notary Public

1.5 REFERENCES

Proposer shall submit as a part of their Proposal, four (4) government references with name of the agency, address, contact person, and telephone number. **All references shall be for similar services that has been delivered within the last ten (10) years. (Preference given to those services provided in the last four years).**

REGARDING PROPOSER / BIDDER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

1.6 LOBBYING CERTIFICATION FORM

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Proposer] 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Proposer’s Authorized Official

_____ Name and Title of Proposer’s Authorized Official

_____ Date

1.7 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Proposer’s Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

1.8 COMPANY DATA

Respondent's Company Name: _____

Physical Address & Phone #: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Respondent's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

1.10 PRICE SHEET – VENDOR: _____

The City of Fort Walton Beach will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price proposal shall be inclusive of all such expenses.

PRICING SCHEDULE					
RFP 17-012			Disaster Services – Debris Removal and Disposal for the City of Fort Walton Beach		
Item No.	Est. Qty.*	Unit	Description	Unit Price	Total Price
1	10,000	LB	Debris Removal	\$	\$
2	5,000	LB	Grinding of Debris and Disposal	\$	\$
3	10,000	LB	C&D Removal and Disposal	\$	\$
4	5,000	EA	Household Goods (White Goods) Removal and Disposal	\$	\$
5	5,000	LB	Tires Removal and Disposal	\$	\$
6	100	EA	Tree Removal and Disposal Tree Diameter less than 37"	\$	\$
7	50	EA	Tree Removal and Disposal Tree Diameter 37" to 48"	\$	\$
8	25	EA	Tree Removal and Disposal Tree Diameter greater than 48"	\$	\$
9	100	EA	Stump Grinding Stump Diameter less than 37"	\$	\$
10	50	EA	Stump Grinding Stump Diameter 37" to 48"	\$	\$
11	25	EA	Stump Grinding Stump Diameter greater than 48"	\$	\$
12	100	EA	Stump Removal and Disposal Stump Diameter less than 37"	\$	\$
13	50	EA	Stump Removal and Disposal Stump Diameter 37" to 48"	\$	\$
14	25	EA	Stump Removal and Disposal Stump Diameter greater than 48"	\$	\$
15	100	CY	Backfill	\$	\$
16	250	PER TREE	Hanging Branch Removal and Disposal * Branches must be 2" in diameter or larger	\$	\$
			TOTAL BID AMOUNT		\$

*Estimated quantities are listed and serve as approximate quantities to allow for the equitable evaluation of proposals for this Contract. The quantities are subject to change each year depending on whether or not the City experiences natural disasters and based on the fiscal year budget.

2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PROPOSALS BINDING: All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

2.2 ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL: If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at www.FloridaBidsystem.com and/or on the City's website at www.FWB.org. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

2.3 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Purchasing Division at City Hall Annex Building, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

2.4 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, (850) 833-9509, at least seven (7) days before the date on which the accommodation is requested.

2.5 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

2.5.1 Independent Contractor Status; Indemnity: At all times the Proposer will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. (See Section 3.4.1 for additional terms.)

2.5.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a

claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

- 2.5.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 2.5.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City. Violation of the terms of this paragraph shall constitute a breach of the contract by the successful Proposer and City may, at its sole discretion, cancel the contract. If cancelled, all rights, title, interest and obligations of the successful Proposer shall thereupon cease and terminate.
- 2.5.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 2.5.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 2.5.7 Right To Audit Records: The City shall be entitled to audit the books and records of a Proposer or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing. **See also Section**

2.17 – Public Records.

2.5.8 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one (1) year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

2.5.9 Florida Law Applies & Venue: The parties acknowledge and agree that the resulting contract shall be construed pursuant to the laws of the State of Florida and that the venue for any action related to this contract lies within Okaloosa County, Florida. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

2.6 **FAILURE TO EXECUTE CONTRACT** - Failure of the successful Proposer to enter into a contract in the proscribed time may be cause for cancellation of the award to that Proposer. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible Proposer, or the City may reject all of the bids. Proposers who default are subject to suspension and/or removal from the City's Bidders List.

2.7 **PROPOSER'S CERTIFICATION FORM**: Each proposer shall complete the "Proposer's Certification Form" included with this Request for Proposal, and submit the form with their proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the Proposer's Certification Form is not submitted with the proposal. SEE PAGE 8

2.8 **PUBLIC ENTITY CRIMES**: A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Chapter 287.01 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. (SEE Pages 11-12)

2.9 **DRUG FREE WORKPLACE CERTIFICATION**: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes. (SEE PG 13)

2.10 **FLORIDA PROMPT PAYMENT ACT**:

2.10.1 Proper Invoice: For purposes of billing submission and payment procedures, a proper invoice by a contractor, vendor or other invoicing party shall include at least the following information:

- 2.10.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.
- 2.10.1.2 Amount due, applicable discounts, and the terms of payment.
- 2.10.1.3 Full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute, a mailing address for payment purposes (if they are different) and a telephone number.
- 2.10.1.4 The purchase order or contract number as supplied by the City.
- 2.10.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.

2.10.2 **Delivery Of Invoice:** All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.

2.10.3 **Delivery Acceptance Required:** An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

2.10.4 **Invoice Dispute Procedure:** If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.11 **CONFLICTS OF INTEREST:** Any award made shall be subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also a public officer or an employee of the City of Fort Walton Beach, FL. In addition, the Proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Request for Proposal.

2.12 **PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES:**
 The submission of any proposal in response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the Proposer within the proposal documents.

2.13 **INSURANCE & PERFORMANCE BONDS:** Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Proposer fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

2.14 **PERFORMANCE, LABOR & MATERIALS BOND REQUIREMENTS:**

2.14.1 **THE WINNING PROPOSER SHALL BE REQUIRED TO PROVIDE COPIES OF PERFORMANCE, LABOR, AND MATERIALS PAYMENT BONDS PRIOR TO START OF THE CONTRACT.**

2.14.2 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

2.14.3 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

2.14.4 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled “Surety Companies Acceptable on Federal Bonds” or otherwise acceptable to the City.

2.14.5 **See Section 3.2 for additional bond requirements.**

2.15 **INSURANCE:** Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. Best rating of at least A-. Proof of Insurance must accompany the signed contract. All policies must be in “Occurrence” form.

2.15.1 Workers Compensation

- 1.13.1.1 Coverage A: in conformity with Florida Statute 440
- 1.13.1.2 Coverage B: \$500,000/\$500,000/\$500,000

2.15.2 Commercial General Liability*

Each occurrence for:

- 2.15.2.1 Bodily Injury/ Property Damage: \$1,000,000
- 2.15.2.2 Personal and Advertising Injury: \$1,000,000
- 2.15.2.3 Products/Completed Operations Aggregate: \$2,000,000

2.15.2.4	General Aggregate:	\$2,000,000
2.15.2.5	Fire Damage:	\$100,000
2.15.2.6	Medical Payments:	\$10,000
2.15.2.7	Contractual Liability where applicable	

*** Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and must show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

2.15.3 Business Automobile Liability

1.13.3.1 Combined Single Limit: \$1,000,000

2.15.4 Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate

2.15.5 Policy Provisions

2.15.5.1 **The City of Fort Walton Beach shall be an additional insured** under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2013 form CG2011 or its equivalent.

2.15.5.2 Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

2.15.5.3 **Carrier must provide thirty (30) days notice prior to cancellation, or** notice delivered in accordance to Policy Provisions, whichever is longer.

2.15.5.4 Proposer is responsible for payment of all deductibles and self-insured retentions. The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention.

2.16 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City’s Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.17 PUBLIC RECORDS

The City of Fort Walton Beach is a public agency subject to Chapter 119, Florida Statutes.

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org**

- 2.17.1 Proposer shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.17.2 Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Proposer does not transfer the records to the City.
- 2.17.3 Upon completion of the contract, Proposer shall transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the service. If Proposer transfers all public records to the City upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records.
- 2.17.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.17.5 Failure of Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek

immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

- 2.17.6 If Proposer fails to provide the public records to the City within a reasonable time Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.
- 2.18 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFPs and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify specifically any such information contained in their proposals and cite specifically the applicable exempting law.
- 2.19 PERMITS, FEES AND NOTICES: Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.
- 2.20 TAXES – The City of Fort Walton Beach is exempt from all Federal, State and Local taxes. An exemption certificate will be provided to the successful Proposer.

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3.0 SPECIAL TERMS AND CONDITIONS:

3.1 FIRM PRICE FOR TERM - Costs specified in the proposal shall remain firm for the initial three (3) year period of the Contract.

3.2 PERFORMANCE BONDS & INSURANCE –

3.2.1 Upon award of a contract, the successful Proposer, as required under the specific procedures and timelines as outlined In Section 3.2.2, shall be required to submit performance and payment bonds.

3.2.2 **This is a Standby / Pre-Event Agreement. Upon activation of this Agreement by the City, the Proposer will be required to provide the Performance Bonds & Payment Bonds listed in Section 2.12 within three (3) calendar days of issuance of a written “Notice to Proceed” by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety.**

3.2.3 **Proposers must include with their proposal response, a letter from their bonding company / surety that guarantees that the proposing firm will be able to provide Performance and Payment Bonds in the amount required in this RFP, as the time of an event.**

3.2.4 Proposers shall factor the annual cost of a Performance and Payment Bond into their administrative costs when responding to this RFP. The City will not accept a direct pass-through item for bonding.

3.2.5 Proposer shall provide certificates of insurance in the manner, form and amount(s) specified immediately upon notification of RFP award.

3.3 FEMA GENERAL GRANT FUNDING CONDITIONS

PLEASE NOTE THAT THIS SOLICITATION IS EITHER PARTIALLY OR FULLY GRANT-FUNDED. PROPOSERS AGREE TO COMPLY FULLY WITH THE CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.

3.3.1 **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

3.3.2 **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

- 3.3.3 **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the City of Fort Walton Beach or pass-through entity in accordance with applicable Federal policy.
- 3.3.4 **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 3.3.5 **Utilization of Minority, Women’s / Labor Surplus Firms Participation:** The City of Fort Walton Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. The contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:
- (1) Placing qualified small & minority businesses and women’s business enterprises on solicitation lists;
 - (2) Assuring that small & minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - (3) 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;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as:
 - Small Business Administration
 - Minority Development Agency of the US Dept. of Commerce
 - Florida Department of Management Services (Office of Supplier Diversity)
 - Florida Department of Transportation
 - Minority Business Development Center in most large cities and
 - Local Government M/DBE programs in many large counties and cities

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

3.3.6 **Equal Employment Opportunity:**

- 3.3.6.1 As per Executive Order 11246, the contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take

affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

3.3.6.2 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 3.3.7 **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Fort Walton Beach will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 3.3.8 **Copeland Anti-Kick Back Act:** Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 3.3.9 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

3.3.11.1 Any resulting contract of this RFP will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Proposer is required to verify that none of the Proposer(s), 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).

3.3.11.2 The Proposer 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.

3.3.11.3 This certification is a material representation of fact relied upon by the City of Fort Walton Beach. If it is later determined that the Proposer 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 the City of Fort Walton Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.3.11.4 The 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 3.3.12 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
- 3.3.13 **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 3.3.14 **Procurement of Recovered Materials**: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3.3.15 **Access to Records and Reports**: Contractor will make available to the City of Fort Walton Beach’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City of Fort Walton Beach, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City of Fort Walton Beach’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion

related to such documents. This right of access shall continue as long as records are retained.

- 3.3.16 **Record Retention:** Contractor will retain all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
- 3.3.17 **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 3.3.18 **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Fort Walton Beach may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 3.3.19 **Safeguarding Personal Identifiable Information:** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 3.3.20 **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:** The City of Fort Walton Beach will not award contracts containing Federal funding on a cost plus percentage of cost basis.
- 3.3.21 **Prohibition on utilization of Time and Material type contracts:** The City of Fort Walton Beach will not award contracts based on a time and material basis if the contract contains Federal funding.
- 3.3.22 **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Fort Walton Beach. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County, Florida.

- 3.3.23 **Attorney Fees and Costs:** In any action, except mediation, brought regarding this agreement, the prevailing party, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.

3.4 ADDITIONAL CONTRACT TERMS:

- 3.4.1 **Independent Contractor:** An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Proposer is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Proposer shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Proposer's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Proposer, which policies of Proposer shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Proposer's funds provided for herein. The Proposer agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Proposer and the City and the City will not be liable for any obligation incurred by Proposer, including but not limited to unpaid minimum wages and/or overtime premiums. SEE Also Section 2.51.

- 3.4.1.1 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Status 768.28 as amended from time to time.

- 3.4.2 **Notice to Proceed:** The City shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

- 3.4.3 **Changes in Scope of Work:**

- 3.4.3.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.

- 3.4.3.2 “Extra work” shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.
- 3.4.3.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Proposer, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.
- 3.4.3.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Proposer and authorized by the City as a Change Order.
- 3.4.3.6 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.
- 3.4.3.7 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.
- 3.4.3.8 All change orders shall be considered a written addendum to the Contract.
- 3.4.3.9 Proposer is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.
- 3.4.4 Time of Completion: The services shall commence upon written notice to proceed from the City manager or his designee, and the project shall be completed in accordance with the project schedule.
- 3.4.5 Liquidated Damages: Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the City, as liquidated damages, the following:
- 3.4.5.1 The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- 3.4.5.2 The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and/or any associated

finer levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

3.4.5.3 The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

3.4.5.4 The amounts specified above are mutually agreed upon as reasonable and proper amounts of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

3.4.6 Federal-Aid Requirements: The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled "*Required Contract Provisions – Federal-Aid Construction Contracts*" and *FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways*, shall apply to all work performed by the Proposer or any of its Subcontractors.

3.4.7 Compliance with Federal Laws: This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.317 thru 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series; FEMA FP104-009-2 – Public Assistance Program & Policy Guide – Jan 2016; and any other Federal rule, regulation or policy relating to disaster debris.

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4.0 INTENT, SCOPE OF WORK, PRE-PROPOSAL MEETING:

- 4.1 **INTENT** - It shall be the intent of these specifications to obtain Requests for Proposals from qualified contractors to provide Debris Removal Services for Rights-of-Way within the City and Tree/Stump Removal Services after any disaster (natural or otherwise). The resulting contract will be activated in the event of a disaster.

This Proposal is being solicited in accordance with the procurement requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed online at <http://www.FEMA.gov/Public-assistance-policy-and-guidance>, and incorporated herein in order to be eligible for reimbursement under the Public Assistance Program. Proposers shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of their work, and shall require and enforce similar compliance with any sub-contractors.

- 4.2 **SCOPE** – Proposer must provide services as listed in Sections 4.6 and 4.7, and must demonstrate they can provide the following services and experience:

- 4.2.1 Fast mobilization and ability to remove wide-scale debris volumes produced by hurricanes & storms for a municipality of similar size and location as Fort Walton Beach, FL.
- 4.2.2 Ability to handle & remove debris in environmentally acceptable manner.
- 4.2.3 Ability to minimize impact to surrounding residential & business communities.
- 4.2.4 Provide sufficient crews and equipment to remove all debris in a timely manner.
- 4.2.5 Full compliance with all Federal Emergency Management Agency (FEMA) procedures and documentation processes required by FEMA.
- 4.2.6 Full compliance with rules & regulations of Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), natural Resources Conservation Services N(RCS) and the Florida Department of Environmental Protection (FDEP).

Although this RFP is based on the needs generated by major storms (i.e. hurricanes), the City may use this contract in the event of other disasters (natural or otherwise).

NOTE: This solicitation is not a request for emergency debris monitoring services. Proposers shall not include debris monitoring services. One or more contractor(s) may be selected to provide services.

- 4.3 **PRE-PROPOSAL MEETING- A Voluntary Pre-Proposal Conference will be held on May 11, 2017. Please RSVP your intent to attend to James Hunt at jhunt@fwb.org.**
- 4.4 **TERM** - It is the City's intention to enter into a contract with the winning proposer for an initial four-year term beginning August 1, 2017 and ending February 28, 2022, with two (2) more three (3) year extension available, starting March 1, 2022 and ending February 28, 2028 based on acceptable performance, continuing financial ability and upon mutual agreement of both parties.

4.5 PERFORMANCE SCHEDULE -

4.5.1 The Proposer shall commence performance within twenty-four (24) hours of receipt of Notice To Proceed (NTP).

4.5.2 Activation of Contract – The City shall retain the option to activate whatever areas or zones of work within the City it deems appropriate, to add areas it deems necessary, and to divide areas among contractors. If, in the City’s opinion, the debris within an area cannot be cleared in a timely manner by the Proposer, the City may call in a second contractor to assist with the debris removal. If a Notice to Proceed is issued, the Proposer shall have 48 hours from the issuance of the Notice to Proceed to mobilize and be on site as directed by the City.

Note: Ability to mobilize within 48 hours? YES _____ NO _____
Proposer Initial above

4.5.3 Prior to commencing debris removal operations a Proposer shall, with the City’s direction, provide a work plan showing where operations will begin and which streets/roads will be cleared within a seven (7) and fourteen (14) day time period. The plan will be updated daily.

4.5.4 Work Hours - All activity associated with debris operations shall be performed during visible daylight hours only. The Proposer shall work daylight hours six (6) days per week, Monday through Saturday, including holidays.

4.5.5 Proposer understands that the Florida Department of Transportation (FDOT) may assign clean-up crews/equipment within the City to assist with recovery. The Proposer will assign NO penalty to the City of Fort Walton Beach due to the acceptance of this assistance.

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4.6 SCOPE OF WORK (PART ONE) CITY RIGHTS-OF-WAY TREE & DEBRIS REMOVAL AND DISPOSAL

4.6.1 The purpose of Part One of the Scope of Work is to remove, process and lawfully dispose of all eligible debris from rights-of-way (ROW) and City-owned property within the City of Fort Walton Beach. All contracts related to this project must comply with the requirements of 44CFR13.36 and 2CFR200.317 thru .326.

4.6.2 SERVICES:

4.6.2.1 The Proposer shall provide for debris removal and disposal of all eligible debris from the City rights-of-way and City-owned property.

4.6.2.2 The debris shall be taken to one of two staging sites (located at City property on Hollywood Blvd, or at the C.H. “Bull” Rigdon Fairgrounds property on Lewis Turner Blvd). All necessary permits shall be obtained by the Proposer.

4.6.2.3 Debris Removal and Disposal: Debris removal and disposal shall be limited to the following categories (the Proposer will make a continuous effort to separate items):

- Burnable/grindable debris – trees, vegetation, miscellaneous lumber, wood waste, furniture, etc.
- Construction/demolition debris – miscellaneous concrete items, metal, shingles, plaster, glass, etc.
- White goods – stoves, refrigerators, dryers, water heaters, etc.
- Tires

4.6.2.4 No household garbage will be accepted. Failure to separate debris into the categories as listed above may result in contract termination. Any unacceptable items shall be removed and disposed of at the Proposer’s expense.

4.6.2.5 Hazardous Waste: Any hazardous waste found shall be segregated from other debris, secured and set aside. The Proposer shall notify the City of any hazardous waste material, and the City shall be responsible for removal and disposal of the hazardous waste.

4.6.2.6 Hauling and Disposal: The work shall consist of clearing, separating and removing any and all eligible debris (see definitions of eligible debris) from the rights-of-way of streets and roads and eligible public property. Work will include:

- Examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable.

- Loading and sorting the debris.
- Hauling the eligible debris to an approved dumpsite. (See Section 4.6.2.2)
- Ineligible debris will not be loaded, hauled or dumped under this contract. Any ineligible debris that is loaded, hauled or dumped shall be disposed of at the Proposer's expense.
 - The City shall be immediately notified of any ineligible debris placed in the right-of-way for collection.
 - The Proposer shall make a maximum of three (3) passes with a minimum of one (1) weekend between each pass.
 - The Proposer shall not move from one designated work area to another designated work area without prior approval from the City.
 - Any eligible debris, such as fallen trees, which extend onto the right-of-way from private property shall be cut at the point where it enters the right-of-way.
 - Only that part of the debris that lies within the right-of-way shall be removed. The Proposer shall not enter onto private property during the performance of this contract.

4.6.2.7 Grinding: In the event grinding of debris is required, the Proposer shall be paid per Pound and the price shall include the disposal of the ground material.

4.6.2.8 Alternate Disposal Sites: In the event other locations are required, the City shall coordinate these locations and negotiate a hauling rate based on mileage.

4.6.2.9 The Proposer shall note that a portion of the project will occur in residential areas. The Proposer should exercise due care to minimize any damages to trees, shrubs, landscaping and general property in these areas. The Proposer will repair any damages caused by the Proposer's equipment in a timely manner at the Proposer's expense. The debris work area will be left clear of debris and clean, as reasonably and practical under the conditions of this contract.

4.6.2.10 The Proposer will use equipment and perform work in a manner to prevent damage to any City facilities (above and underground) and adjacent rights-of-way, including all landscaped and improved areas. No tracked equipment will be allowed in residential areas. All loading equipment will be required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris.

4.6.2.11 During the progress of the work, the Proposer shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Proposer shall remove

all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and / or surplus materials.

4.6.2.12 The Proposer shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Proposer.

4.6.3 METHOD OF REMOVAL:

4.6.3.1 Debris can only be removed from public property, i.e., rights-of-way or easements. Permission to do otherwise must be obtained from the City in coordination with the property owner. The Proposer shall leave all standing trees and vegetation intact.

4.6.3.2 All debris specified in this contract must be removed and disposed of.

4.6.3.3 All approved crawler or tracked vehicles must have pads to prevent pavement damage.

4.6.3.4 Any cavity or hole resulting from debris removal shall be rough graded to remove hazardous conditions.

4.6.3.5 Backfill material and all work necessary to backfill and grade shall be included in the price of debris removal.

4.6.3.6 The City may prioritize work areas within the zones. If so, the Proposer shall cooperate and respond according to the priority list.

4.6.3.7 All loose debris (such as tree limbs) shall be compacted on the hauling vehicle by the use of loading equipment.

4.6.3.8 All debris extending beyond the truck in any horizontal direction shall be cut off even with the truck or removed.

4.6.3.9 Adequate means of containing loads while transporting must be provided. **Debris must be prevented from being blown or bounced off transport vehicles. ALL TRUCKS MUST BE EQUIPPED WITH A SOLID TAILGATE.**

4.6.3.10 Paved areas must be cleaned to the satisfaction of the City after clearing.

4.6.3.11 Areas repaired by the Proposer, such as ruts and gouges, shall be repaired to the original condition, at a minimum.

4.6.3.12 Daily reports shall be submitted to the City showing roads and areas cleared during the past 24 hours.

4.6.3.13 The Proposer shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

4.6.3.14 The City reserves the right to inspect the site, verify quantities and review operations at any time.

4.6.3.15 All work shall be accomplished in a safe manner in accordance with applicable safety standards, including but not limited to, OSHA and any federal, state, or local standards.

4.6.4 LOAD TICKETS:

4.6.4.1 Four-part Load Tickets, at a minimum, will be used for recording the total weight of debris removed for disposal. A copy of the Load Ticket to be used by the Proposer shall be submitted for the City's approval prior to beginning work.

4.6.4.2 Each ticket will contain the following information, at a minimum:

- Ticket Number
- Contract Number
- Municipality Name
- Proposer Name
- Truck or Roll-off Number
- Truck Tare Weight (Without Debris)
- Truck Gross Weight (With Debris)
- Net Actual Debris Weight (Gross Weight minus Tare Weight)
- Point of Debris Collection (Street Address with GPS Coordinates)
- Loading Departure Date & Time
- Dump Arrival Date & Time
- Actual Debris Weight
- Debris Classification (vegetative, C&D, white goods)
- Debris Eligibility (Y/N)

4.6.4.3 The Proposer shall be capable of providing the location of debris collection utilizing both the street address and GPS coordinates. The required accuracy of the GPS equipment shall be sub-meter and can be accomplished through handheld GPS devices.

4.6.4.4 The Four-part Load Ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part Load Ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part Load Ticket to the City monitor.

4.6.4.5 Prior to mobilization, the Proposer shall be required to provide two (2) scales and certify them for accuracy. Then, the weight of each truck without

a debris load will be documented and become the “TARE” weight. Upon arrival with a debris load, the City monitor will verify the hauler and equipment and document the “GROSS” weight of each truck with the debris load. After documenting the Gross weight of the each truck, the City monitor will calculate the Actual Net Debris weight of the load by subtracting the Tare Weight from the Gross Weight, to the nearest 0.10 pound. The City monitor will document this data on the Load Ticket. The City monitor will detach one (1) copy of the Load Ticket and give that one (1) copy to the vehicle operator. One (1) copy is then given to the Proposer, one (1) copy is given to FEMA, and the original is kept by the City. The Proposer will submit Load Tickets with the daily report.

4.6.5 EQUIPMENT:

- 4.6.5.1 All trucks and other equipment must be in compliance with all applicable federal, state and local rules and regulations. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2” x 6” boards or greater and not to extend more than two (2) feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City. All trailers must have a metal-framed exterior and a minimum of 5/8” plywood (not wafer board) interior walls. All equipment used to haul debris must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. All equipment will be inspected by the Proposer and the City prior to use.
- 4.6.5.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two (2) signs, one attached to each side. Signs will be supplied by Proposer. The signs shall be a minimum size of 2’x 2’ with 6” letters or numbers assigned by the City.
- 4.6.5.3 Prior to commencing debris removal operations, the Proposer shall present to the City all trucks, trailers or containers that will be used for hauling debris. A Truck Certification Form will be completed for each truck, trailer, or container. Each truck or trailer will be weighed to determine the Tare Weight. Each truck or trailer will be numbered and clearly display the Tare Weight for identification with a permanent marking. The City may, at any time, request that the trucks be re-weighed. The Proposer shall notify the City each time a new truck, trailer or container is to be used under this contract so that a Truck Certification Form may be completed and it may be weighed and assigned letters or numbers.

4.6.5.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Proposer shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Proposer mix debris hauled for others with debris hauled under this contract.

4.6.5.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 cubic yards and up) and non-rubber tired equipment must be approved by the City prior to using the equipment under this contract.

4.6.5.6 The Proposer will provide a minimum of two (2) scales and have them certified for accuracy prior to mobilizing the debris removal equipment. Proof of Certification must be provided to the City. Recertification of the scales may be required upon the City's request.

4.6.6 REPORTING:

2.4.6.1 The Proposer shall submit a report to the City during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

- Proposer's Name
- Contract Number
- Crew
- Location of Work
- Day of Report
- Daily and cumulative totals of debris removed, by category

4.6.6.2 Discrepancies between the daily report and the corresponding Load Tickets will be reconciled no later than the following day, when possible. Load Tickets will be submitted with the Daily Report.

4.6.6.3 The Proposer shall review the sample load ticket, monitoring log, and truck certification for content and form to facilitate the City's reimbursement with the State and FEMA.

4.6.7 FINAL DISPOSTION:

4.6.7.2 The method of final disposal will be determined by the City. Debris may be chipped, burned or otherwise disposed of as determined by the City. Disposal will be at the Proposer's expense from the staging sites.

4.6.7.2 The Proposer shall notify the City, by including with the submittal of the daily reports, the final disposition of the removed debris, including the point of disposal, information related to where the debris was sold to, etc.

4.6.8 MEASUREMENT:

4.6.8.1 Measurement for all debris removed will be by the pound (LB) as determined by the eligible debris delivered to the dumpsite, as supported by the Load Ticket.

4.6.8.2 Measurement will be documented by Load Tickets.

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4.7 **SCOPE OF WORK (PART TWO) CITY GOLF COURSE AND PARKS TREE & DEBRIS REMOVAL AND DISPOSAL**

4.7.1 **GENERAL-** The purpose of this portion of the Scope of Work is to remove, process and lawfully dispose of all eligible trees, branches, and stumps from the City of Fort Walton Beach Golf Course and City Parks. All contracts related to this part of the Scope of Work must comply with the requirements of 44CFR13.36, and 2CFR200.317 thru .326.

4.7.2 **SERVICES:**

4.7.2.1 The Proposer shall provide services for removal and disposal of trees, branches, stumps and grinding of stumps and backfilling at the City Golf Course and all parks throughout the City.

4.7.2.2 **TREES:** All trees identified by the City shall be removed and disposed of by the Proposer.

4.7.2.3 **HANGING BRANCHES:** Hanging branches in trees that are two inches (2") in diameter or greater shall be removed and disposed of. The City shall identify all branches for removal.

4.7.2.4 **STUMP REMOVAL AND BACKFILL:** In lieu of grinding, the City may identify and request that stumps be removed and backfilled with clean fill dirt. The unit cost bid price for this item shall include removal and disposal of the stump. The backfill cost will be computed based on the cubic yard price for the Backfill line item in the Pricing Schedule.

4.7.2.5 **STUMP GRINDING:** Only stumps that are in playable golf course or improved park areas shall require grinding. All stumps that require grinding shall be identified by the City.

4.7.2.6 **DEBRIS:** All debris in designated areas shall be removed and disposed of by the Proposer. These areas shall be identified by the City. Debris Load Tickets will be used for this operation.

4.7.2.7 **DISPOSAL:** The Proposer is required to dispose of all trees, branches, stumps and debris. All costs associated with disposal of these materials shall be included in the unit prices.

4.8 **OTHER CONSIDERATIONS FOR SCOPE OF WORK I & II:**

4.8.1 The Proposer shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Proposer's personnel and equipment shall be responsibility of the Proposer. Additionally, the Proposer shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

- 4.8.2 Protection of Resident Workers - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.
- 4.8.2.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.
- 4.8.2.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Proposer shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 4.8.2.3 The City reserves the right to request documentation showing compliance with this requirement.
- 4.8.3 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Proposer shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for the same.
- 4.8.4 Licenses - The Proposer must be duly licensed in accordance with the State's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with the proposals. Required licenses shall be maintained and valid throughout the term of this contract.
- 4.8.5 Permits - The City is responsible for obtaining all applicable environmental and regulatory permits prior to the Proposer commencing operations. The Proposer is responsible for obtaining any necessary state contractor's licenses and local business tax receipts (BTR).
- 4.8.6 Damage to Property – The Proposer shall use every method at their disposal to protect all properties they are working on/ around. If the City Project manager finds unnecessary damage to properties (public or private), the City shall invoke its authority to immediately terminate the contract and pay the proposer for work completed to date. The termination shall be effective **immediately** upon written notice by the City to the Proposer.

The Proposer will take care, and assume responsibility for any damage caused:

- 4.8.6.1 The Proposer shall assume full responsibility for any damage to any work areas or to the City, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. The Proposer

shall be responsible for repairing or replacing property to the satisfaction of the City which is damaged by the Proposer.

- 4.8.6.2 Proposer shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims.
- 4.8.6.3 Proposer shall provide in its proposal, a summary of, and sample documents, exhibiting its complete claim resolution program, including computerized complaint logs, complaint report forms, site visit and inspection forms, and resolution reporting forms and summaries to the City.
- 4.8.6.4 Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Proposer or its subcontractors, Agents or Employees the Proposer shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolutions proceeding or at law.
- 4.8.6.5 Proposer shall provide a weekly update of all claims and complaints and their disposition, both individually and in summary form.
- 4.8.7 Traffic Control - The Proposer shall be responsible for control of pedestrian and vehicular traffic in the work area. The Proposer shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. All traffic control personnel shall hold a minimum of an Intermediate Maintenance of Traffic (MOT) certification with the State of Florida. At a minimum, one (1) flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with applicable safety standards. Barricades shall be provided by Proposer.
- 4.8.8 Storage of Proposer's Equipment – The Proposer shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic or safety hazard.
- 4.8.9 Violations - The Proposer shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Proposer's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violation shall be at no additional cost to the City.
- 4.8.10 Additional Work – The City shall retain the option to add work areas if it deems necessary.

4.8.11 The Proposer must be familiar with and adhere to the most recent versions of following regarding eligible debris removal, eligible tree/branch/stump removal

- FEMA’s Public Assistance Debris Monitoring Guide (FEMA 327):
(<http://www.fema.gov/pdf/government/grant/pa/fema327debrismonitoring.pdf>)
- FEMA’s Public Assistance Debris Management Guide (FEMA 325):
(<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)
- FEMA’s Hazardous Stump Extraction & Removal Eligibility (DAP 9523.11)
http://www.fema.gov/government/grant/pa/9523_11.shtm

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5.0 FORMAT & REQUIREMENTS OF SUBMISSION:

REQUIREMENTS FOR PROPOSAL SUBMISSION: Only those firms or individuals submitting Proposals which meet the requirements herein specified will be considered regardless of past contracts with the City of Fort Walton Beach.

5.1 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Proposals and should not exceed 75 pages in length. The page count criteria are listed in Section 5.2 of this RFP.

5.1.1 **Submit one (1) original (marked original on the cover) and five (5) complete, individually bound, identical copies of the Statement of Qualifications, along with one (1) electronic copy provided on either flashdrive or CD.**

5.1.2 Original copy must contain a manual signature of the corporate officer or designee with the proven authority to bind the firm in matters of this nature.

5.2 **FORMAT: To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format and order as specified below (Sec 5.2.1 – 5.5).** The page count for the proposals shall not exceed 75 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 1 of this RFP, section dividers, or Items 5.2.1 through 5.2.3 of this section:

5.2.1 **TITLE PAGE:** Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

5.2.2 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.

5.2.3 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services.

5.2.3.1 At a minimum, the Executive Summary should contain the following information:

- Name and address of Proposer's office;
- Business History & Organization
- The branch office (if any) that will perform the services described.
- The Principal-in-Charge of the branch office.
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- Chronological history of the firm, proving a minimum of ten (10) years of experience in work similar to the scope of this RFP.

5.2.3.2 A statement from the firm which states, to the best of its knowledge, that

there are no circumstances that shall cause a conflict of interest in performing services for the City of Fort Walton Beach.

5.2.4 TECHNICAL APPROACH & CAPABILITIES:

- 5.2.4.1 Monitoring, planning & Scheduling - Describe abilities and proposed method(s) to monitor weather events, and how communications will be conducted before, during, and following a natural disaster. Also describe proposed methods to plan, schedule, construct, and deliver the services as outlined in the Bid Specification requirements. Include your firm's ability to manage activation of multiple contracts.
- 5.2.4.2 Timeline of Activities - Describe your firm's timeline of activities that would occur prior to, during and following a natural disaster in order to provide debris removal services that conforms to all required standards and regulatory requirements listed in the specifications. Demonstrate your firm's ability to respond in a timely manner with the necessary resources.
- 5.2.4.3 Technical & Reimbursement Assistance – Show your firm's experience in tracking, recording and data processing.
- 5.2.4.4 FEMA Experience – Demonstrate your firm's experience working with FEMA reimbursement programs and funding issues. Include any examples of work performed under FEMA guidelines for 2016-2017.
- 5.2.4.5 Debris management Plan Preparation – Describe your firm's experience in creating and implementing these plans for the City.
- 5.2.4.6 Electronic Load Tickets and Automated Reporting - Identify the type of load tickets and reporting system your firm uses (manual or electronic), as well as details on how they would be implemented at the City.

FEMA embraces technological advancements and recognizes the potential benefits of these automated systems. Recent advances in automated debris management tracking systems have provided real-time and automated tracking and reporting. Electronic load tickets, computer tablets, and systems employing electronic contractor ID cards allow for instant data tracking, verification, and reporting. Some systems also incorporate truck tracking systems, GPS capability, and enhanced analytical capabilities of debris monitoring data.

- 5.2.4.7 Value-added Services - Describe any additional value-added services your firm could provide that would help make the debris removal operations more efficient for the City.
- 5.2.4.8 Location – Address your firm's strategy in staging and providing services in the event of a region-wide disaster, which would affect both your firm and the City. Specifically, if your firm's location is located within the same

storm path as the City, what measures does your firm take to ensure your resources are available to the City after the storm has cleared?

5.2.4.9 Equipment List - Provide a list of your current equipment resources (heavy equipment, vehicles & other related equipment) that would be dedicated and utilized for the City's objective. A full list shall include descriptions, sizes and age of equipment.

5.2.5 SIMILAR WORK EXPERIENCE: Provide detailed examples demonstrating experience for the type of work requested in the scope of services. Specifically, proposers should be detailed in describing their level of experience in similar or related work working with local communities to provide disaster recovery services, specifically with debris removal after large storms.

5.2.5.1 Provide information on at least four (4) major events to which your firm has provided debris removal services over the past ten (10) years.

5.2.5.2 Provide event name (if any), customer/agency name, location, contact name, contact phone number, and total tons or cubic yards of debris removed.

5.2.5.3 Copies of business licenses and certifications as required in the specifications.

5.2.6 TEAM MEMBERS.

5.2.6.1 Include an organizational chart for the proposed team.

5.2.6.2 Identify the Key Staff who will be assigned to the City and provide resumes (limited to one page per employee) of the individuals who would perform the required tasks in the event of a disaster. Resumes shall include the professional credentials and experience of these members.

5.2.6.3 Identify the proposed Manager who the City will have primary contact for all work associated with this RFP.

5.2.6.4 For each key member of the team, provide their:

- Title, and Years with firm
- Area of Expertise, including FEMA regulations & processes.
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing. Total years of experience
- Specific involvement/role proposed for the City
- Specific involvement/role (if any) in events used as references or experience summary.

5.2.7 MINIMUM QUALIFICATIONS: Proposals shall only be considered from companies that have an established reputation in the field of Disaster Recovery

Services, specifically Debris Removal and Disposal, and have been in business for a minimum of ten (10) years. **Each proposal shall furnish satisfactory evidence that they have been in business for at least ten (10) years, and of their ability to provide the scope of services specified.**

5.2.8 PROPOSER'S FINANCIAL STABILITY: Proposer should be able to show firm's ability to:

- Continue to proceed work until funding becomes available.
- Show previous financial handling of multiple contracts in multiple disasters.
- Provide sample of invoicing program used.
- Provide history of satisfactory payment procedures to subcontractors.

5.2.8.1 – Proposer should show it has the necessary resources, human and financial, to provide the services at the level required by the City.

5.2.8.2 – The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

5.2.9 REFERENCES.

5.2.9.1 Please submit the References Form showing the four (4) government agencies involved for experience listed in Section 5.2.5.

5.2.9.2 Include at least the following information:

- Governments Name
- Contact Individual
- Contact's Title
- Phone Number and email address
- Brief Description of the Event(s) Completed

5.2.9.3 The City reserves the right to conduct reference checks or firms submitting qualifications, and to make such investigations as it deems necessary to determine the stability of the Proposer to perform the work and that there is not conflict of interest as it relates to the project. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP and subsequent RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Proposer.

5.2.10 PRICE SHEET. Submit a completed price sheet (Section. 1.10) for all services and equipment as indicated in the Scope of Work and this RFP. All line items must be priced exactly as quoted within this RFP, regardless of any alternates

which may be proposed. The City reserves the right to add or delete any item from this RFP or resulting contract when deemed to be in the City's best interest.

- 5.2.11 STANDARD FORMS: See Section 1.0 (submit forms with proposal).
- 5.2.12 MINORITY BUSINESS ENTERPRISE: Identify whether the Proposer qualifies as a Minority Business Enterprise pursuant to Florida Statutes 288.703. Include State of Florida certification with proposal.
- 5.2.12.1 Certification as a Minority Business Enterprise will be a scheduled evaluation criterion in all RFP competitive solicitations and will be assigned a weight of 5%.
- 5.2.12.2 If the proposal meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded five (5) points by each evaluation committee member.
- 5.2.13 ADDITIONAL INFORMATION. Please provide any other information which you feel would help the Evaluation Committee evaluate your firm for this project.
- 5.2.14 EXCEPTIONS: Clearly describe any exceptions the Proposer may have in regards to any requirements stated in the RFP document or associated addenda.
- 5.2.15 ALTERNATE PROPOSALS: An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.
- 5.2.16 PROPERTY OF CITY: All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

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6.0 EVALUATION OF PROPOSALS - It is intended that one lead firm shall be selected to perform disaster recovery (debris removal) services on behalf of the City of Fort Walton Beach as identified in this RFP, as well as several secondary firms. The City of Fort Walton Beach’s representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received.

6.1 Evaluation Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and presentations/interviews if required), the Evaluation Committee will score each proposal based on the assigned evaluation criteria. After meeting the mandatory minimum requirements, the proposals will be evaluated on both qualifications and the technical merits of the firm.

6.2 Evaluation Committee Meeting - **The Evaluation Committee will meet at 10:00 a.m. June 12, 2017 (subject to change) in the City Hall Annex Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.**

6.3 Rating System - The Evaluation Committee will rate all proposals utilizing the Weighted Rating System (see Section 6.7). The average of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

6.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. (See Section 6.9 for more details.)

6.5 The Evaluation Committee will recommend to the City Council the Proposer(s) with the highest Total Weighted Score(s).

6.6 Evaluation Criteria: The Evaluation Criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Consideration may be given to the experience, qualifications, pricing, references, response time, value-added offerings, capabilities, and past experience of the City with the vendor. Proposals will be evaluated by the City of Fort Walton Beach’s Evaluation Committee using the criteria shown here:

	EVALUATION CRITERIA	WEIGHT	SCORE*	WEIGHTED SCORE
1	Pricing of proposed services compared to other proposers	35%		
2	Technical approach and capabilities of the firm	35%		
3	References / Experience	25%		
5	State Certified MBE/ WOB/ SDVOB/ or VOB	5%		
	TOTAL:	100%		

* Ratings: 0 - Not responsive; Included no information on the subject criteria
 1 - Poor
 2 - Fair

- 3 - Average
- 4 - Good
- 5 - Excellent/Superior

6.7 **REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

6.8 **SHORT LIST.** After review of all proposals and rating by the Evaluation Committee, the committee will rank, in order of preference, a short list of three (3) and up to (5) proposers.

6.9 **PRESENTATIONS/INTERVIEWS:**

6.9.1 At the sole determination of the City, a minimum of three (3) and up to (5) firms may be “short-listed” based upon submittal evaluations. Short-listed firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

6.9.2 If presentations are elected, the Purchasing Division shall schedule the time & location of presentations/interviews and will notify the selected firms. Each proposer will be notified in writing at least five (5) days in advance of presentation date if a presentation is necessary. Presentation shall be limited to a total of 45 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project.

6.9.3 After the presentations and Evaluation Committee scoring, in the event of a tie, the City reserves the right to request clarification of presentation information and/or request a second presentation from the tied firms.

6.10 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP, as well as for any expenses incurred in connection with required presentations.

6.11 **AWARD BY CITY COUNCIL**

6.11.1 Staff Recommendation - Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to award the contract to the Proposer with the highest ranked firm.

6.11.2 The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

6.12 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.

- 6.12.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.
- 6.12.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 6.12.3 The City reserves the right to award multiple contracts, which may be designated as Primary or Secondary. No amount of work is guaranteed as a result of selection or as a result of selection or as a result of a contract executed following this RFP process.
- 6.12.4 It is the City's intent to make an award within sixty (60) working days of the proposal due date.
- 6.12.5 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Standby Contract and Purchase Order. Awarded vendor(s) will be given the City's contract document to complete and return within fifteen (15) calendar days of contract award.
- 6.13 NEGOTIATIONS
- 6.13.1 Acceptance/Rejection/Modification To Proposals: The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 6.13.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.
- 6.13.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.
- 6.14 **VENDOR PROTESTS:** Proposers or Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after City Council award.

6.15 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

- 6.15.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.
- 6.15.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.
- 6.15.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 6.15.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. **Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration.** The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will post that addendum on www.FWB.org/Purchasing no later than five (5) days prior to the date set for receipt of proposals. Oral answers are not authoritative.
- 6.15.5 **Additionally, the City prohibits communications initiated by a proposer to any City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

6.16 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

6.17 RESPONSE TO RFP:

- 6.17.1 Contact Restrictions for Proposers: All questions or requests for additional information regarding this proposal MUST be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager's Office, other City employees or Evaluation Committee members regarding this proposal prior to award

recommendation by City Council and posting of the final tabulation on the City's Website at www.fwb.org. Any such contact shall be cause for rejection of your proposal.

6.17.2 All proposers shall direct communications and inquiries to:

**Giuliana Scott, Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org**

6.17.3 Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".



**Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED RFP# 17-012

RFQ TITLE: Disaster Recovery Svcs

DUE DATE/TIME: 6/01/2017 2:30 PM – Central Time

6.18 MODIFICATION AND WITHDRAWAL OF PROPOSALS – Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Division at any time **prior** to the deadline for submitting Proposals. Withdrawal of a proposal will not prejudice the rights of the Proposer to submit a new proposal prior to the proposal bid opening date and time. No proposal may be withdrawn or modified after the date of the proposal opening has passed.

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO PROPOSERS**BID NUMBER: RFP# 17-012****Date: April 27, 2017**

The City of Fort Walton Beach will accept sealed proposals at City Hall until July 1, 2017, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division, 105 Miracle Strip Parkway SW, FL 32548 for the following:

RFP 17-012 – Disaster Debris Removal Services

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.FloridaBidSystem.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org.

Additional technical information relative to this proposal may be obtained from Giuliana Scott, CPPB, Purchasing Agent, at (850) 833-9523 or gscott@FWB.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 17-012 – Disaster Debris Removal Services**

5. Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Deliver responses to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.