



City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

MEMORANDUM

TO: Interested Parties
 FROM: Diane Ebentheuer, Purchasing Officer
 RE: RFP 2023.02 Hurricane Disaster DEBRIS REMOVAL/DISPOSAL
 DATE: January 12, 2023

Notice is hereby given that the City of Milton will receive sealed proposals for Hurricane Disaster-DEBRIS REMOVAL/DISPOSAL. The documents contain the necessary information for preparing and submitting your proposal for this effort.

Information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru VendorRegistry.com (there is no charge to join); and/or thru BidNetDirect.com/florida/city-of-milton (there is no charge to join); and/or thru DemandStar.com (there is no charge to join); and/or [Office of Supplier Diversity](#).

All must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

Wednesday, February 15, 2023 at 2:00 p.m., (CST)

Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570

Mailed: City of Milton, P.O. Box 909, Milton, FL 32572

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to DEbentheuer@miltonFL.org by Monday, February 6, 2023 at 2:00 p.m. Answers will be posted by Wednesday, February 8, 2023 at 2:00 p.m. (CST)

Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the City web page, Vendor Registry, Bid Net Direct, and DemandStar. All are responsible for checking for any addendums that may be issued, and to obtain such addendums.

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS

RFP 2023.02 Hurricane Disaster- Debris Removal/Disposal

I. Deadlines/Dates:

- Request for Proposal Published: January 12, 2023
- Questions Deadline: Monday, Feb 6, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Feb 8, 2023 @ 2:00 p.m. (CST)
- Proposals Due: **Wednesday, Feb 15, 2023 @ 2:00 p.m. (CST)**

II. Contact Information:

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: DEbentheuer@miltonFL.org

III. Proposals Must be Complete and Include:

1. Bidder's/Proposer's Declaration (page 3-4 of this document)
2. Bid Price Schedule Prices (Located in "Attachment A" on pages 2-5)
3. Public Entity Crime Form F.S. 287.133(3)(A) (**City Website**)
4. Drug-Free Workplace Form F.S. 287.087 (**City Website**)
5. Non-Collusion Affidavit (**City Website**)
6. Conflict of Interest Disclosure Form (**City Website**)
7. E-Verify Statement of Compliance (**City Website**)
8. Certificate Regarding Debarment (For grant projects, See **City Website**)
9. Bid Bond **of \$2,500 (based on 5% of estimated bid of \$50,000.)**

City Website address: <https://MiltonFL.org/322/Purchasing>

IV. **Copies:** Please provide one (1) electronic copy, one (1) original, and four (4) copies of your bid/proposal.

V. **Faxed or emailed submittals are not accepted.**

Submittals can be mailed to:

City of Milton
Purchasing Department
P. O. Box 909
Milton, FL 32572

or delivered to:

City of Milton
Purchasing Department
6738 Dixon Street
Milton, FL 32570

Submittals must be sealed and marked:

To: CITY OF MILTON

VENDOR Name: _____

SEALED PROPOSAL * DO NOT OPEN

Sealed RFP # 2023.02

Title: Hurricane Disaster- Debris Removal/ Disposal

DUE DATE/TIME: February 15, 2023 / 2:00 p.m. (CST)



BIDDER'S/PROPOSER'S DECLARATION
RFP 2023.02 Hurricane Disaster- Debris Removal/Disposal

The bidder/proposer understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid/proposal submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and to award the proposal in part or in any manner deemed to be in the best interest of the City.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids/proposals from interested parties at its offices located at City Hall, Milton, Florida. Any submittal received after the deadline will **not** be considered.
7. Bids/proposals will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid/proposal in which there is an alteration of, or departure from the bid/proposal form hereto attached.
9. The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid/proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid/proposals of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with their sealed bid/proposal. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids/proposals.
12. For Bids-Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **For Bids/NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder/proposer will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number

- Vendor Application
 - Certificates for Liability, Vehicle, and Worker’s Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
 - Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
 16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
 17. All bidders/proposers are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
 18. If required- That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance. (A declaration of insurance form must be provided before any work will begin.)
 19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, CityClerk@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
 20. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) gov.info)
 21. That this bid/proposal may be withdrawn by requesting such withdrawal in writing at any time prior to opening date, but may not be withdrawn after such date and time.
 22. That by submission of this bid/proposal the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
 23. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid/proposal.
 24. Recommendations are posted on city web page via agendas prior to award.
 25. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

BIDDER: _____
Company Name

Address/City/Zip

_____	_____
Phone	Email

_____	_____
Contact Name	Title

_____	_____
Company Representative <u>Signature</u>	Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
RFP 2023.02 Hurricane Disaster- Debris Removal/Disposal

A. GENERAL INFORMATION:

The City of Milton, is seeking proposals for Debris Removal and Disposal Services, to assist the City with disaster debris removal. Proposals will be accepted from qualified contractors for debris removal and disposal services for a period of Three (3) years with a two year (2) extension option. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the City. This solicitation by the City of Milton will result in the selection of one experienced firm to remove and lawfully dispose of disaster-generated debris (other than household garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in Santa Rosa County, Florida, immediately after a hurricane or other disaster. The contractor will provide services in accordance with the established scope of services.

The City of Milton reserves the right to select multiple vendors.

B. LIQUIDATED DAMAGES: \$5,000 per day.

C. CONTRACT TIME COMPLETION: Will be determined when deployed.

D. BID BOND GUARANTEE:

Each Bid must be accompanied by a BID BOND payable to the OWNER for \$2,500 which is five percent for an estimated bid value of \$50,000. As soon as the BID prices have been checked and compared, the OWNER will return the BONDS of all except the three lowest BIDDERS. When the AGREEMENT is executed, and the PAYMENT and PERFORMANCE BONDS have been executed and approved, the BID BONDS of the remaining BIDDERS will be returned. A certified check may be used in lieu of the BID BOND.

Each bidder shall guarantee, that they will not withdraw his/her bid for a period of 90 days after the bids have been opened.

E. PERFORMANCE and PAYMENT BOND:

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by OWNER, will be required for the faithful performance of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, and Insurance on or before ten (10) calendar days following delivery of the notice of award to the BIDDER. If the BIDDER fails to

properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default.

The OWNER, after receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded, shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Santa Rosa County Clerk of Court's office and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the owner.

F. PERMIT/LICENSES: City of Milton Business License.

G. ATTACHMENTS:

- a. Attachment A- Scope of Services
- b. Attachment B- General Terms and Conditions

H. RANKING EVALUATION CRITERIA/FACTORS FOR RFP:

EVALUATION CRITERIA/FACTORS:

CRITERIA	POINTS AVAILABLE
Experience	25
Financial Stability	25
Cost Proposal	25
Methodology	20
Certified Minority Firm. (Yes =5 pts. / No = 0 pts.)	5

TOTAL =	100
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Selection and Contract:

Upon review of all responsive proposals using the criteria outlined above, the City shall determine a short list.

Step one: An evaluation committee will evaluate all responsive proposals based upon the information and references contained in the proposals. The committee shall score/rank each RFP, and determine a minimum of three (3), if more than three (3) proposals are qualified, to be finalists for further consideration. In the event there are less than three (3) qualified, the committee will give further consideration to all responsive proposals received.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

Step two: The committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists’ proposals. The evaluation committee may then make a recommendation, for award of a contract. The City may require visits to customer installations or demonstrations of product by contractors, as part of the evaluation process.

1. Cover letter: Provide a cover letter (up to two pages), which clearly identifies the project manager, briefly explains relevant past work, and includes a statement of project understanding. Each firm in the team, if applicable): Describe relevant experience of the firm or firms. This information shall be summarized in a matrix format in each of the follow
2. **25% Experience-** Bidders must submit references from prior and/or current contracts for debris removal services. The City of Milton (City) will consider a bidder’s past performance in determining the best bid. The bidder must provide the City with references from prior and/or current contracts for debris removal services. The City in its sole judgment may exclude any bidder the City determines to have demonstrated unsatisfactory past performance. Such determination will be based on relevant factors including but not limited to bidder’s performance on previous projects and whether a bidder has ever been suspended by a governmental body from bidding eligibility.
3. **25% Financial Stability-** Bidders are encouraged to submit in brief and concise form evidence of financial capacity, qualifications of key personnel to be assigned on this job, relevant experience, and your proposal for debris removal operations in the City of Milton. *The City will also consider bidder’s proven financial responsibility to determine bidder’s ability to perform contract services. Contractor will be required to post payment and performance bonds in an amount equal to the initial value established on the Purchase Order and/or Work Task Assignment. If the total value of the work performed under this agreement increases or decreases during the period of work, the bonds shall be modified to match accordingly. The contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds.*
4. **25% Cost Proposal – See Attachment A pages 2-5.**

5. **20% Methodology** Design and approach plan to meet the project requirements.
6. **5% Certified Minority** - Is business a certified minority firm? If yes, provide proof.
7. Signed documents:
 - a. Proposer's Declaration on pages 3-4
 - b. Forms as identified on page 2 (Section III)

I. LIABILITY AND INDEMNIFICATION

To the extent permitted by law, the contractor will release, indemnify, defend and hold harmless the City of Milton, from and against all claims, losses, damages, costs (including legal fees), expenses and liabilities in respect of personal injury including death or disease to any person employed by contractor, arising from or relating to the performance of the agreement.

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

J. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000

- Disease-Each Employee \$500,000
- Disease-Policy Limit \$100,000

K. FORCE MAJEURE:

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

L. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this contract necessary.

M. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.