

# City of Milton

P.O. Box 909, MILTON, FL 32572

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

## M E M O R A N D U M

TO:	Interested Parties
FROM:	Diane Ebentheuer, Purchasing Officer
RE:	RFP 2023.03 Hurricane Disaster – FIELD DEBRIS MONITORING
DATE:	January 12, 2023

Notice is hereby given that the City of Milton will receive sealed proposals for Hurricane Disaster-FIELD DEBRIS MONITORING. 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 <u>https://MiltonFL.org/322/Purchasing</u>. There you may also register thru <u>VendorRegistry.com</u> (there is <u>no charge</u> to join); and/or thru <u>BidNetDirect.com/florida/city-of-milton</u> (there is <u>no charge</u> to join); and/or thru <u>DemandStar.com</u> (there is <u>no charge</u> to join); and/or <u>Office of Supplier Diversity</u>.

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) <u>Delivered</u>: City of Milton, 6738 Dixon Street, Milton, Florida, 32570 <u>Mailed</u>: 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 <u>DEbentheuer@miltonFL.org</u> 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

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#### INSTRUCTIONS

### RFP 2023.03 Hurricane Disaster- Field Debris Monitoring

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

#### П. **Contact Information:**

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

#### III. Proposals Must be Complete and Include:

- 1. Bidder's/Proposer's Declaration (page 3-4)
- 2. Bid Form (page 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) 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#: 2023.03 **Title: Hurricane Disaster- Field Debris Monitoring** DUE DATE/TIME: February 15, 2023 / 2:00 p.m. (CST)

Company Name

### BIDDER'S/PROPOSER'S DECLARATION RFP 2023.03 Hurricane Disaster- Field Debris Monitoring

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 <u>bids</u> submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all <u>bids</u>, to waive any technicalities and formalities in the bid process, and to award the <u>bid</u> in part or in any manner deemed to be in the best interest of the City.
- 3. All <u>proposals</u> submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all <u>proposals</u>, to waive any technicalities and formalities in the proposal process, and to award the <u>proposal</u> 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.
- 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 <u>not</u> 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 <a href="https://MiltonFL.org/322/Purchasing">https://MiltonFL.org/322/Purchasing</a> 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	

#### BID FORM RFP 2023.03 Hurricane Disaster- Field Debris Monitoring

Proposals should present the hourly rate of pay per person for the three positions identified in the original Request for Proposals. Payment under this contract will be based on the hourly rate per person dedicated and working on the City job. The hourly rate is fully burdened and should include all overhead, administrative costs, per diem costs, transportation costs, and other direct or indirect charges. It is anticipated the number of Senior Technician / Field Supervisor/ Emergency Operations Manager Positions required will be based on the requirement to adequately plan, supervise, and direct the work or the other monitors.

	Per Hour Rate – Fully Burdened (for any and all project expenses)
Fixed Site Debris Monitors	
Field Debris Monitors	
Senior Technician/ Field Supervisor/Emergency Operation Manager	

#### Additional Positions, Costs, Special Exceptions, Notes or Comments:

Prices are valid for 90 days from time of opening.

The undersigned agrees to the above terms and conditions.

BIDDER:			
	Company Name		
	Address/City/Zip		
Phone	Email		
Contact Name		Title	
Company Representative <u>Signature</u>		Date	

### PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS RFP 2023.03 Hurricane Disaster- Field Debris Monitoring

#### A. GENERAL INFORMATION:

The City of Milton is seeking proposals for Field Debris Monitoring Services and Fixed Site Monitoring to assist the City with disaster Monitoring Services. The consultant will be compensated on a flat hourly rate of pay per person dedicated and working on the city job.

It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the City. The term of the contract will be for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms.

This solicitation by the City of Milton will result in the selection of one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household garbage) from public property and public rights-of-way, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) in Santa Rosa County, Florida, immediately after a hurricane or other disaster.

The firm must be capable of efficiently overseeing and monitoring the removal of large volumes of disastergenerated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful proposer(s)/(Monitoring Contractor) must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 days. Contractor's personnel must be familiar with FEMA debris removal eligibility criteria.

When a major disaster occurs or is imminent, the City of Milton will contact the firm holding the Monitoring Services Contract to advise them of the City of Milton's intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-way, municipal properties and facilities, and other public sites.

In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring contractor should be prepared to provide the emergency push into Santa Rosa County and Milton.

The City, upon contacting the contractor, will issue a purchase order and work task assignment. The issuance of the purchase order will allow the monitoring contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The monitoring contractor will also begin coordination with City of Milton's Debris Removal Contractor and City Emergency Management Personnel. City staff roles and responsibilities are outlined in the City's Debris Management Plan. This may include staffing or preparing reports for the Emergency Operation Center.

The Monitoring Contractor shall have a maximum of 25 hours from notification by the City to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Monitoring Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the City of Milton's or the contractor's approved temporary debris management sites or landfill sites. The MONITORING CONTRACTOR will be responsible for overseeing the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites. The consultant will provide services in accordance with the established "Disaster Debris Monitoring Scope of Services."

In order for a proposal to be considered, the bidder must provide references which evidence satisfactory completion of disaster debris monitoring in the past 5 years, such as, but not limited to: Type of disaster, type of jurisdiction, debris collection monitoring assignments, debris management site (DMS) monitoring

Company Name\_

assignments, final disposal debris monitoring functions, FEMA reimbursement actions and issue resolution, lift of references to vouch for the bidder, sub-consultants or subcontractors that may be used, claims litigation history and status for the prior 3 years.

#### **B. SCOPE OF SERVICES:**

Provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the City of Milton (City) with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services.

Contractor shall provide a preliminary damage assessment to determine the estimated monetary amount at the beginning of the work. In order to avoid unnecessary cost overruns as much as possible (44 CFR 13.36), contractor and city shall agree upon a "not to exceed" amount at the beginning of the work. In the event the effort exceeds the estimated amount, city and contractor shall both acknowledge in writing the new amount and provide information to justify the increase

The consultant's personnel must be familiar with FEMA debris removal eligibility criteria.

#### The monitoring contractor will provide:

#### **Fixed Site Debris Monitors:**

Consultant will provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites. Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

#### **Field Debris Monitors**

Consultants will perform roving on-site, street-level work area inspections of debris cleanup and collection. Consultant will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets. Services include:

- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal

- Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos, if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor.
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

#### Senior Technician/Field Supervisor/Emergency Operations Manager:

Consultant will provide project management to oversee debris monitoring activities in the field. Services will include:

- Oversight and Supervision of Monitor field activity
- Scheduling of Monitoring resources and deployment timing
- Communication with City personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

#### Terms

The work shall begin on notice to proceed and go for no longer than ninety (90) days, unless extended by the City with ten (10) days written notice. Work should be completed within a reasonable amount of time, as agreed upon by the City and the Contractor.

#### Deployment

Consultant must be prepared to effect placement of field monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet FEMA monitoring requirements, consultant shall be prepared to ramp up monitors for the City to use as needed.

#### C. Attachments:

a. Attachment A- General Terms and Conditions

#### D. RANKING EVALUATION CRITERIA/FACTORS FOR RFP:

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

#### **EVALUATION CRITERIA/FACTORS:**

#### 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. <u>Cover letter</u>: 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. <u>25% Experience-</u> Bidders must submit references from prior and/or current contracts for monitoring 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 monitoring 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. <u>25% Financial Stability-</u> 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 page 5 of this document
- 5. <u>20% Methodology</u> Design and approach plan to meet the project requirements.
- 6. <u>5% Certified Minority</u> 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)

#### E. 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.

#### F. 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.
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	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. Auto	omobile Liability	
	Bodily Injury/Property Damage	\$1,000,000 each accident
	Personal Injury Protection (PIP)	Statutory
3. Wor	kers' Compensation	
	Coverage A (Workers' Compensation)	Statutory
	Coverage B (Employers Liability):	
	Each Accident	\$100,000
	Disease-Each Employee	\$500,000
	Disease-Policy Limit	\$100,000

#### G. 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.

#### H. 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.

#### I. 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.