



**REQUEST FOR PROPOSALS**

**DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES**

**RFP# 012-18/ED**

12300 Forest Hill Boulevard  
Wellington, FL 33414

PURCHASING DIVISION  
561-791-4107  
FAX 561-904-5817



## **LEGAL NOTICE**

### **REQUEST FOR PROPOSALS (RFP#012-18/ED)**

The Village of Wellington is accepting sealed proposals from qualified firms or individuals to provide “Disaster Debris Management and Support Services” for the Village, in the event of a disaster.

### **PROPOSAL SUBMISSION**

Proposals, one original, five copies and one electronic copy (CD) will be received by sealed envelope in the Wellington City Hall Clerk’s Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **April 12, 2018 at 10:00AM Local Time** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Wellington office, receptionist or personnel other than the Clerk’s Office does not constitute “receipt” as required by this solicitation. Please clearly mark proposals:

### **Disaster Debris Management and Support Services – RFP#012-18/ED**

Copies of this Proposal Document may be obtained via Onvia at [www.demandstar.com](http://www.demandstar.com) or by visiting our website, <http://wellingtonfl.gov> or by contacting Danielle Zembruski in the Purchasing Department at (561) 791-4107, [dzembruski@wellingtonfl.gov](mailto:dzembruski@wellingtonfl.gov) beginning on **March 12, 2018**.

### **EVALUATION COMMITTEE:**

An Evaluation Committee meeting will be held **April 25, 2018 beginning at 10:00 AM local time**, at the Wellington City Hall building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

### **FOR INFORMATION**

For information on this Request for Proposal, contact Danielle Zembruski in the Purchasing Division, (561) 791-4107.

### **ACCEPTANCE AND REJECTIONS**

When it is in its best interest, the Village of Wellington reserves the right to reject any or all proposals with or without cause; to cancel the RFP and re-solicit the services; to waive any or all irregularities with regard to the specifications; and to make the award to the firm offering the greatest advantage to the Village of Wellington.

## **DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES**

### **TABLE OF CONTENTS**

TIMELINE.....	Page 4
GENERAL TERMS AND CONDITIONS .....	Pages 5-12
EVALUATION CRITERIA .....	Pages 13
QUALIFICATIONS AND EXPERIENCE .....	Page 13
TECHNICAL APPROACH AND METHODOLOGY .....	Page 14
PRICE PROPOSAL .....	Page 14
INSTRUCTIONS FOR SUBMITTING.....	Page 15
SUBMITTAL ORGANIZATION.....	Page 16
SCOPE OF SERVICES .....	Pages 17-22
CHECKLIST .....	Page 23
FORMS .....	Pages 24-35

## DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

### TIMELINE

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	March 11, 2018	Palm Beach Post; Demandstar.com;
Pre-Proposal Meeting (Optional)	N/A	N/A	12300 Forest Hill Blvd. Wellington, FL 33414
Number of Proposal Copies Including Original	1 original & 5 copies and 1 electronic (pdf) copy (CD)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	05:00 p.m. local time	March 29, 2018	www.demandstar.com and www.wellingtonfl.gov for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 a.m. Local Time	April 12, 2018	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	10:00 a.m. Local Time	April 25, 2018	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com & Wellington Website
Contract Award by Village Council	Tentative	TBD	N/A

\* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL INFORMATION**

Notice is hereby given that Request for Proposal submittal packages will be received until **April 12, 2018 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **Disaster Debris Management and Support Services - RFP #012-18/ED**. Any proposer desiring to provide the required services should submit ONE (1) ORIGINAL SIGNED IN INK, FIVE (5) COPIES and ONE (1) ELECTRONIC PDF COPY (CD) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP #012-18/ED. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

**Danielle Zembrzusi— Purchasing Department**  
**Phone: 561-791-4107**  
**Fax: 561-904-5817**  
**[dzembrzusi@wellingtonfl.gov](mailto:dzembrzusi@wellingtonfl.gov)**

### **2. TERM OF CONTRACT**

The term of the contract shall be for five (5) years from the date of award, and by mutual agreement Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriate funds), not to exceed a maximum of 2 (two) years.

Annual renewals will be based upon mutual agreement between Wellington and the vendor, and by incorporating the same terms and conditions. Renewals will be by written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will be generally provided about 90 days prior to the expiration date of the contract. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials or fuel costs throughout the initial term of the contract.

Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, ninety days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

Wellington reserves the right to accept or reject any price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. Wellington reserves the right to extend automatically any contract for a period of 90 calendar days in order to provide Wellington with continual services while a new contract is solicited and/or evaluated.

In the case where a specific project has begun, and the contract period has expired, the contracted firm shall continue with the project until project closeout and all final records are made available to Wellington and FEMA.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit RFPs. Wellington, at its sole option, may seek monetary restitution from the defaulting

proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington shall not be responsible for any costs incurred by the proposer in preparation of a proposal and/or the pursuit of an award or the costs incurred by a proposer in protest of a Notice of Intent to Award a contract or Award of Contract made by Wellington.

### **3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):**

The successful proposer warrants that the services provided to Wellington shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the successful proposer responsible for same.

### **4. LIABILITY, INSURANCE, LICENSES, PERMITS:**

Where the successful proposer is required to enter or go onto Wellington property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

### **5. CERTIFICATE OF INSURANCE:**

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Section 11 of the RFP.

### **6. DEFAULT/FAILURE TO PERFORM:**

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.

- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

## **7. CANCELLATION:**

Wellington reserves the right to cancel the contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

- The successful proposer is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the successful proposer is found to be in default, the successful proposer will be paid for all labor and materials provided to the satisfaction of Wellington as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful proposer waives any claims to the same.
- Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

## **8. BILLING INSTRUCTIONS-AWARDED FIRM:**

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time. All invoices for fees or other compensation shall be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

## **9. APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

## **10. LEGAL REQUIREMENTS:**

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

## **11. INSURANCE:**

Once a contract is awarded, the Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

Village of Wellington  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Email: [VOW@instracking.com](mailto:VOW@instracking.com) or

Facsimile: +1 (562) 435-2999

#### Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

#### Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage and provide a copy of the declarations page from current policies for each of the following types and amounts of insurance:

- a) a) Comprehensive General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 combined single limit Bodily Injury Liability and Property Damage Liability.
- b) b) Worker's Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability which meets all state and federal laws.
- c) c) Professional Liability/Malpractice/Errors or Omissions Insurance, as appropriate for the type of business engaged in by the Vendor, shall be purchased and maintained by the Vendor with minimum limits of \$1,000,000 per occurrence.
- d) d) Products Liability Insurance as appropriate for the type of product sold or dispensed by Vendor in an amount of not less than \$1,000,000.
- e) e) Hired and Non-Hired Vehicles with limits of not less than One Million Dollars (\$1,000,000) per claim.

The firm must agree to the terms and conditions in the standard Consultant Agreement and if awarded the contract will agree to provide evidence of required limits on a Certificate of Insurance.

## **12. RECORDS AND AUDITS:**

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.



### **13. DUTY TO UPDATE RECORDS:**

It shall be the responsibility of any individual or firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

### **14. DISPUTES:**

A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

### **15. LEGAL REQUIREMENTS:**

Federal, State, County and Wellington laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

### **16. PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **17. CONFLICT OF INTEREST AND CODE OF ETHICS:**

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics, Ch. 112, Part III, Florida Statutes and the applicable portions of Chapter 2 of the Code of Federal Regulations ("CFR"), Part 200. All Bidders must complete the Conflict of Interest Statement

attached. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Wellington. Notwithstanding the foregoing, pursuant to §200.318(c)(1) of Chapter 2 of the CFR, all Bidders acknowledge and understand that no employee, officer, or agent of the Village of Wellington has or will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## **18. COMPETITION**

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of §200.319 of Chapter 2 of the CFR. In order to ensure objective performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Additionally, pursuant to §200.321 of Chapter 2 of the CFR, Wellington is required to take all necessary affirmative steps in assuring that all qualifying minority businesses, women's business enterprises and labor surplus area firms are placed on solicitation lists.

## **19. FLORIDA PUBLIC RECORDS ACT:**

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after Notice of Intent to Award has been issued whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE NUBIN AT 561-791-4000, [CNUBIN@WELLINGTONFL.GOV](mailto:CNUBIN@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

## **20. TIED PROPOSALS:**

If two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- a. Delivery time – time for performance, if provided in the bid or proposal.
- b. Certification of a "Drug-Free Workplace Program" which meets the criteria established in F.S., Section 287.087.

If application of the above criteria does not resolve the tie, the award will be given to the bidder or proposer whose bid was received earliest by Wellington, and as indicated by the time clock stamp impressed upon the bid or proposal.

## **21. INDEMNIFICATION:**

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

## **22. LOBBYING/CONE OF SILENCE:**

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

Additionally, pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), all contractors that apply or bid for an award exceeding \$100,000.00 must file an Anti-Lobbying form certification. The certificate states that the bidder will not or has not used Federally 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 the obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

## **23. INQUIRIES/REQUEST FOR CLARIFICATION:**

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Danielle Zembruski, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after **March 29, 2018 at 5:00 PM Local Time** may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on the Village of Wellington's website and [www.demandstar.com](http://www.demandstar.com). Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

## **24. LOCAL PREFERENCE PROHIBITION:**

Pursuant to §200.319(b) of Chapter 2 of the CFR, all Bidders acknowledge that the Village of Wellington is to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. Consequently, the Evaluation Committee is prohibited from taking into consideration when making their recommendation the proposer's business location and award additional points to local businesses in accordance with the Wellington's Local Preference Policy found in Chapter 9 of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes: (A) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary; (B) Palm Beach County local business with principal permanent location and corporate

headquarters within Palm Beach County, Florida.

**25. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:**

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**26. COMPLIANCE WITH SECTION 2 OF THE CODE OF FEDERAL REGULATIONS, PART 200**

All Bidders acknowledge that this award is subject to any and all applicable provisions of the Chapter 2 of the Code of Federal Regulations, Part 200, otherwise referred to as the “Super Circular”. The Village of Wellington has used its best efforts to comply with the Super Circular in the administration of this award and all Bidders hereto by submitting a bid acknowledge and agree to the Village of Wellington’s compliance therewith.

**27. EVALUATION OF WRITTEN PROPOSALS:**

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. Scoring proposals are based on a point total and not a percentage.

Awards shall be made to firms who are the most responsive and responsible and whose proposals are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below.

<b>Criteria</b>	<b>Points</b>
1. Qualifications and Experience of the Firm	35
2. Technical Approach and Methodology	35
3. Price Proposal	30
<b>Total</b>	<b>100</b>

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer). For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

The Selection Committee shall rank and recommend in order of preference firms deemed to be the most responsible and responsive and whose proposals are the most advantageous to Wellington after consideration of the written proposal criteria described above.

## **28. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible, responsive and qualified proposals. Prospective contractors shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified contractor whose proposal has been determined to be the most advantageous to Wellington per the evaluation criteria listed below.

### **A. QUALIFICATIONS AND EXPERIENCE (MAX 35 POINTS – MAX 10 pages 8’x11’ front and back )**

Proposer shall provide information on its historical background and experience on debris management and support projects. Proposer shall also provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall document or provide the following:

- Proposer’s background, including the number of years the company has been in existence; the number of years the company has been involved with debris management and support services; principals of the company; entity’s participating in the debris management team; and the company’s history and experience working with the proposed joint venture or major subcontractor(s) on disaster management and support services. Please provide a description of your organization’s related experience and capabilities. Each Proposer must also provide a list of similar project to those specified in the scope of work and provide references for the projects. Each reference must include jurisdiction name, contact name, email address and phone number and description of project.
- List the name, title or position, and project duties of those persons who will have a management or senior position working with the Wellington if awarded this contract. For each individual, include a resume or summary of qualifications and experience that demonstrates the person’s knowledge and understanding of the types of services to be performed and of federal, state and local laws and regulations governing this type of work, as well as the person’s familiarity with representatives of FEMA, FHWA or other federal, state or local agencies.
- Proposer’s ability to manage debris and provide support services as outlined in the scope of work.
- Detailed description of the Proposer’s experience and success in filing and receiving federal (FEMA, FHWA, etc.) and state reimbursements for disaster recovery work. Documentation shall include the Proposer’s experience in preparing and submitting federal/state project work sheets.
- Demonstration that the Proposer, or the principals assigned to the project, have successfully completed services similar or equivalent to those specified in the scope of services.
- List of all government agencies in Florida for which the Proposer has provided emergency debris management and support services. Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor. Proposer should provide the following information for each agency: government agency name, current address and phone number; project/event title; contact person and telephone number; contract team; performance period; fees charged for services provided in each year; and brief description of the work completed.
- Provide information related to your experience with FEMA. Provide the details as to the outcome.
- For specific disasters involving FEMA reimbursement, provide number of Project Worksheets handled, number of employees put within the organization to complete the work, what pre-work was performed to assist in completing Project Worksheets, any special reimbursement issues resolved with FEMA.
- List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

- List of all judgments from lawsuits in the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- Proposer shall provide a maximum of four (4) references for similar work including name, address, telephone number and e-mail address for each (form attached). Wellington will only contact the four references provided on the attached form. Any additional references provided by the proposer will not be contacted.

**B. TECHNICAL APPROACH AND METHODOLOGY (35 MAX POINTS - MAX 10 pages 8’x11’ front and back)**

At a minimum, the Proposer shall provide the following:

- Provide a description of firm’s general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance and accountability.
- Mobilization/operation plan that outlines the Proposer’s mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in the proposal must be submitted with the proposal as attachments. This outline should include a breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer’s forces and to mobilize subcontractors.

The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel)

- Describe the subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by Wellington.
- Proposer’s organizational structure and “chain of command” of the Proposer’s response team. The Proposer’s project management methods should be explained, including protocols for team work assignments, data management, project tracking, and any other appropriate management considerations. This discussion should demonstrate the Proposer’s ability to supervise multiple clean-up crews, to manage multiple tasks simultaneously and expeditiously, and to resolve problems. It should also explain the Proposer’s approach to ensuring the quality of the work being performed by crews and subcontractors.
- Proposers shall specify the format of the electronic record keeping system to be employed in order to provide the required reports to Wellington. An example of a report format shall be attached and a narrative of the reporting process including time frames for the availability of the reports shall be given.
- Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer’s quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- Provide a detailed list of any other services the Proposer is able to provide and how these services will be accomplished.
- List of all subcontractors including contact information (name, address, phone number, e-mail address, principal place of business location, etc)

**C. PRICE PROPOSAL (MAX 30 POINTS)**

Pricing schedule will be evaluated using the estimated quantities as provided in the schedule of values incorporated as part of the RFP. The selection Committee shall utilize the total from Price Proposals One (1) and Price Proposals Two (2) as a basis for evaluation.

Upon completion of the technical criteria evaluation, the selection committee shall rank and recommend in order of preference firms deemed to be the most responsible and responsive and whose proposals are determined to be the most advantageous to Wellington based upon the criteria set forth above. If Wellington is unable to negotiate a contract with the highest ranked firm, negotiations will begin with the next highest ranked firm and so on until a contract is successfully negotiated.

The selection committee may choose to conduct interview/presentation sessions with short listed firms. In the event that interviews /presentations are required the scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/presentation rankings shall be used. Upon completion of the oral interviews, the selection committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the same criteria used to short list such firms.

Rather than short listing firms, the selection committee reserves the right to by-pass the technical criteria evaluation portion of the RFP and conduct interviews/presentations with all responsive, responsible proposers. Upon completion of the interviews/presentations the selection committee shall score and rank all responsive, responsible proposers to determine which proposal is the most advantageous to Wellington.

Once the firms are ranked, the Selection Committee will forward the selection results, along with its recommendations, to the Wellington Council for consideration and approval to either award a contract or to enter into contract negotiations with the recommended firm. Any such negotiations shall be conducted by the Village's Director of Purchasing. Negotiations are subject to Sunshine Law, even if portions of the meetings are exempt and closed. At least one (1) firm will be awarded a contract, if approved by Village Council. Once negotiated, the contracts will be recommended and forwarded to the Wellington Council for award.

Wellington reserves the right to be the sole determination of responsiveness and responsibility of any RFP submittals received. The Award will be based on a review of all the information submitted, plus a review of references.

The five-member selection committee will consist of the following staff members:

1. Tanya Quickel – Director of Financial and Administrative Services
2. Robert Basehart – Director of Planning, Zoning, and Building
3. Tom Lundeen – Village Engineer
4. Nicole Coates - Village Safety Officer
5. Jesse Wright - Operations Supervisor
- 6.

#### **D. INSTRUCTIONS FOR SUBMITTING:**

Firms shall submit one (1) original and five (5) copies and one (1) PDF electronic copies of the RFP submittal in a sealed envelope plainly marked: **“Attention: Purchasing Office, RFP# 012-18/ED – Debris Management and Support Services”**. The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder as described in the submittal organization on page 18 of the RFP. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm's name, RFP number and title and date clearly displayed on the cover/label.

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this RFP.

## **Submittal Organization**

Firm(s) shall prepare their proposals using the following format:

One (1) original and five copies and (1) PDF Electronic Copy (CD)

### **Cover Letter**

### **Table of Contents**

**Tab #1** – Proposal Checklist and Submittal Form

**Tab #2** – Evidence of Insurance Certification

**Tab #3** – Current License(s)/ Certificates of Authorization / Registrations of the firm to perform the applicable services in the State of Florida.

**Tab #4** – Qualifications and Experience including references (form attached) as described in Section 29 (A) of this RFP (**MAX. 10 Pages 8’x11’ front and back**)

**Tab #5** – Technical Approach and Methodology as described in Section 29 (B) of this RFP (**MAX. 10 Pages 8’x11’ front and back**)

**Tab #6** – Price Proposal as described in Section 29 (C) of this RFP (schedule of Values Attached)

**Tab #7** – Proposer’s Certification Form

**Tab #8** – Conflict of Interest Statement

**Tab #9** – Questionnaire

**Tab #10** – Drug Free Workplace Form

**Tab #11** – Acknowledgement of Addendums



## **D SCOPE OF SERVICES:**

### **Background Information**

The VILLAGE is seeking proposals from experienced and qualified PROPOSERS to provide Disaster Debris Management and Support Services for the VILLAGE. Selected PROPOSER (CONSULTANT) shall be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The CONSULTANT will support the VILLAGE during a disaster recovery effort and will be responsible for the overall monitoring of debris collection and provide consulting services to assure that the VILLAGE has the necessary compliance and documentation to support full reimbursement for all eligible disaster related recovery costs from FEMA and DHWA. Direct experience in Florida is required.

The CONSULTANT shall coordinate with the Disaster Debris Removal Contractor(s) and the AUTHORITY to ensure compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The VILLAGE intends to utilize an automated debris management system (ADMS) and anticipates that the Disaster Debris Removal Contractor(s) will provide vehicle certification placards.

The VILLAGE will provide a representative to oversee and monitor the collection activity within these service areas and to work directly with the disaster debris Removal Contractor(s) and the CONSULTANT to schedule all. The VILLAGE will provide temporary debris management sites (DMS).

The VILLAGE currently has an Enterprise GIS System which utilizes ESRI's ArcGIS Server, ArcGIS Desktop, and Microsoft's SQL Server.

The VILLAGE'S Disaster Debris removal Contractor(s) will provide the manpower and collection equipment in a timely manner to safely remove disaster debris as soon as possible. Additionally, the VILLAGE'S Disaster Debris removal Contractor (s) will open and operate DMS and immediately begin the processing of material on site and begin shipping material to final destination within ten (10) days of opening.

The purpose of the RFP is to put in place an indefinite delivery/indefinite quantity Agreement for Disaster Management Support Services based upon the specifications detailed herein. Task Orders will be issued against the Agreement, as necessary to complete work. What follows is a general description of work anticipated.

### **1. Scope of Services – Debris Monitoring and Reporting**

The scope of services to be provided pursuant to this RFP includes Project/Operations Management, Collection Monitoring, ADMS, Data Processing and Management, DMS Monitoring, Debris Vehicle Certification, Damage Compliant Tracking, Data Compilation and reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the VILLAGE'S Project/operations Manager, and other related services as outlined in this section.

PROPOSERS are advised to propose based on the entire scope of services as defined herein, however the VILLAGE reserves the right to select which specific services the CONSULTANT will provide and to add or delete services throughout the term of any resulting agreement with mutual consent.

### ***Project/Operations Management***

CONSULTANT will be responsible for Project/Operations Management of the debris monitoring activities for the VILLAGE. This responsibility includes providing an experienced Project/Operations Manager, Supplying a temporary field office for the monitoring staff, and coordinating and meeting with the VILLAGE, field staff and contractors. Additionally, CONSULTANT will be responsible for hiring, training, deploying, scheduling and monitoring the activities of its collection monitors.

## ***Collection Monitoring***

The CONSULTANT will be responsible for monitoring and certifying all VILLAGE'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over debris monitoring activity, and providing daily feedback to the VILLAGE. CONSULTANT shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their ADMS.

The CONSULTANT shall photographically document daily collection activities. CONSULTANT shall identify and document all leaners, hangers, and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONSULTANT shall coordinate with the VILLAGE to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONSULTANT'S Staff should be equipped with modern communication equipment. CONSULTANT shall have the ability to maintain shapefiles or geodatabases of collection phases, customer complaints and leaners, hangers and stumps including photos, and to track these issues using GIS and provide an updated shapefile or geodatabase to the VILLAGE on an appropriately determined schedule.

## ***ADMS***

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, recent advances in automated debris management tracking systems provided real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

The CONSULTANT shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for written and scanned tickets. The ADMS features shall include, at minimum, the following:

1. Paperless electronic (handheld device) load ticket generation and data collection;
2. Debris vehicle certification data capture at certification site;
3. Encrypted and secure field data transfer (field to DMS, DMS to server);
4. Accessible secure database for government and Disaster Debris removal Contractor(s), VILLAGE, State and other public entities on a need to know basis;
5. Minimal manual entry of load ticket data fields (e.g. load call, type of debris);
6. Automation of debris pickup location thru use of GPS technologies;
7. Evaluation of daily event status using web-based reporting and GIS tools;
8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
9. CONSULTANT shall use ADMS during the performance of services under this agreement for managing the collection, transportation, and/or disposal of debris.
10. The VILLAGE has the availability to receive copy of any and all data collected, electronically.

## ***DMS Monitoring***

The CONSULTANT shall provide DMS monitors and spotters to observe and document the unloading, processing and loading of debris in accordance with FEMA requirements and the VILLAGE'S Debris Management Plan. This responsibility includes estimating the load volume, completing the ADMS load tickets and signing and certifying that all the information is complete and accurate. Additional responsibilities include conducting pre-use and post-use environmental monitoring, ensuring that the truck certifications are accurate, ensuring that all collection vehicles are equipped with the necessary safety restraints, coordinating with all federal, state, and local agencies, and keeping accurate records.

### ***Debris Vehicle Certification***

The CONSULTANT will be responsible for measuring and capturing data elements for each disaster Debris Removal Contractor(s) vehicle in accordance with FEMA requirements utilizing their ADMS. Additionally, CONSULTANT will take a photograph of each vehicle showing the vehicle number and type of vehicle. CONSULTANT will also perform random verifications once per week at each DMS to ensure that no vehicle modifications have been made.

### ***Damage Compliant Tracking***

The CONSULTANT shall assist the VILLAGE with tracking, managing, reporting and customer follow-up through to resolution of all damage complaints resulting from debris removal activities. The VILLAGE desires the complaints be tracked using GIS including linked photos.

### ***Data Compilation and Reporting***

The CONSULTANT will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc. to support federal (FEMA), state and local reimbursements, and subsequent audits.

The CONSULTANT will be responsible for providing regular status updates to the VILLAGE. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the VILLAGE and the VILLAGE shall have access to the database to perform queries and produce reports. The VILLAGE will require the CONSULTANT to meet minimum standards for the timeliness of data reporting.

### ***Payment Monitoring and Reconciliation Processing***

The CONSULTANT will be responsible for reviewing, validating and reconciling Disaster Debris Removal Contractor(s) invoices prior to the submission to the VILLAGE for processing.

### ***Other Related Services***

Additional services the VILLAGE desires the CONSULTANT to provide include the following:

- A. Assisting the VILLAGE in preparing final reports for Public Assistance for reimbursement by FEMA, FHWA and other agencies for all damages related to disaster;
- B. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulations applicable to debris management;
- C. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data;
- D. Meeting with VILLAGE'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the VILLAGE'S representative or his/her designee at least once per year at no cost to the VILLAGE prior to hurricane season.

## **2. Scope of Services - Consulting Services**

The CONSULTANT will assume responsibility as an independent contractor for the development and submission of FEMA grant applications and the management of all such disaster-related grant. This will include working with federal agencies, state agencies, county agencies, and Village of Wellington Departments. Some of the services the successful proposer may be asked to perform include, but are not limited to, the following:

1. Provide general grant management advice related to FEMA pass through grants. The successful proposer will review the Village's current record-keeping strategy for documentation. The successful proposer may be required to provide the Village with pre-disaster assistance in an effort to assess what requirements are needed within departments to prepare for gathering needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. The successful proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
2. File initial Request for Public Assistance (RPA) after the initial disaster (event) within the deadline time period. Meet all stated deadlines to meet FEMA and State's required timelines to recover full reimbursement.
3. Meet with the FEMA representatives and the State Public Assistance Coordinator for the Initial Kickoff Meeting to discuss what the VILLAGE'S initial disaster related damages and expenditures appear to be. Review the procedures and follow-up processes required to support full reimbursement.
4. Review contracts and purchasing documentation. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the VILLAGE'S Human Resources Department to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA.
5. Work with appropriate VILLAGE departments to assist the FEMA or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, etc., as requested by those or other agencies to complete necessary documentation for reimbursement. Research as necessary to complete all forms.
6. Assist the affected VILLAGE departments in compiling their initial damage assessments for all expenditures, both in force account and permanent damages, including labor, equipment, materials, contract, and so on.
7. Assist the affected VILLAGE departments in compiling the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to appropriate agencies, and within the required deadline.
8. Provide assistance to determine if any eligible damages have not been quantified and presented for reimbursement.
9. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements to the VILLAGE. Ensure that the VILLAGE understands why certain expenditures were de-obligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the VILLAGE and submitted for reimbursement versus those actually received.
10. Provide copies of all documentation transacted for reimbursement on behalf of the VILLAGE, both electronically and hard copy to OFMB. Offer the VILLAGE and project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.
11. Assist the VILLAGE, working with PFMB, to provide all necessary backup documentation, e.g. invoices, equipment usage documents, etc., that will garner full reimbursement. The documentation submitted for reimbursement must withstand a FEMA audit and State Emergency Management audit, and the successful proposer will have to support the work for which they are assisting the VILLAGE.
12. Assist the VILLAGE in recording the debris-related expenditures for debris reimbursement working with the VILLAGE Departments. Work with the VILLAGE'S current debris vendor in recovering expenditures.
13. Assist the VILLAGE with any special documentation and requirements to receive reimbursement under the FHWA program working with the Florida Department of transportation (FDOT) and VILLAGE Departments.

14. Maintain records of all documentation provided by the VILAGE submitted to any outside agency for reimbursement and provide the VILLAGE with said copies upon request at any point in the process.
15. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful proposer would assist with final preparations with the State of Florida and FEMA for final inspections and the close-out process for large and small projects. The successful proposer would participate in the exit conferences with the VILLAGE, State and FEMA agencies.
16. The successful proposer must be available to assist with any requests for audit information by any source.
17. If any disputes arise between the VILLAGE and FEMA and/or the State, the successful proposer will assist the VILLAGE in strategizing and writing appeals.
18. The successful proposer must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the VILLAGE. This includes any time accounted for if an appeal is requested by the VILLAGE.
19. Provide miscellaneous services not otherwise described, but which the VILLAGE may require during the course of this agreement, or any other tasks associated with FEMA and FHWA grant management or documentation reimbursement process as requested by the VILLAGE.
20. The successful proposer will also provide the VILLAGE with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include FHWA reimbursement, total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.
21. This scope of work does not include public adjusting but will include coordinating with the VILLAGE or its contractor to coordinate insurance and FEMA reimbursement.
22. The successful proposer will provide weekly progress reports to the VILLAGE.

**As it may be tasked by Wellington in writing in accordance with the contracted unit prices, Contractor shall provide all expertise, personnel, processes, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver management and support of all eligible and if specifically tasked in writing, non-eligible, disaster generated debris.**

**The term "eligible," as used herein, means qualifying for emergency funding under the standards described in Federal Emergency Management Agency (FEMA) Publication 325 and all applicable State and Federal Disaster Specific Guidance and Policies, and the Policies of the Federal Highway Administration (hereinafter referred to as FHWA). The availability of Additional Services as described herein is also desired. Where not related directly to debris removal operations, said additional services shall be made part of a contract separate from any debris related services contract.**

Wellington will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the emergency event.

**Where applicable, the Contractor shall abide and operate under the following federal acts, regulations and requirements for the duration of this contract:**

**FHWA-1273 - Required Contract Provisions Federal-Aid Construction Contracts (attached in its entirety - Attachment E);**

**Davis-Bacon Act** – Davis-Bacon Act requirements may be waived only by executive order of the President, ref. 40 U.S.C. 276a-5 which states, “In the event of national emergency the president is authorized to suspend the provisions of 276a to 276b-5 this title.”;

**Buy America;**

**Americans with Disability Act (ADA);**

**Convict Labor** Convict labor use is prohibited in 23 U.S.C. 114;

**National Environmental Policy Act (NEPA) of 1969.**

## PROPOSAL CHECK LIST (TAB# 1)

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

- YES\_\_\_ NO\_\_\_ 1. Original and five copies and (1) PDF Electronic copy (CD)
- YES\_\_\_ NO\_\_\_ 2. Cover Letter and Table of Contents
- YES\_\_\_ NO\_\_\_ 3. Proposal Checklist and Submittal Form
- YES\_\_\_ NO\_\_\_ 4. Evidence of Insurance Certification
- YES\_\_\_ NO\_\_\_ 5. Current Licenses/Certificates of Authorization
- YES\_\_\_ NO\_\_\_ 6. Qualifications and Experience including references (form attached)
- YES\_\_\_ NO\_\_\_ 7. Technical Approach and Methodology
- YES\_\_\_ NO\_\_\_ 8. Price Proposal
- YES\_\_\_ NO\_\_\_ 9. Proposer's Certification
- YES\_\_\_ NO\_\_\_ 10. Conflict of Interest Form
- YES\_\_\_ NO\_\_\_ 11. Questionnaire
- YES\_\_\_ NO\_\_\_ 12. Drug Free Workplace
- YES\_\_\_ NO\_\_\_ 13. Acknowledgment of Addendums

**PROPOSAL SUBMITTAL FORM (TAB #1)**

To:  
Wellington  
12300 Forest Hill Boulevard  
Wellington, Florida 33414

\_\_\_\_\_ agrees to provide  
(Vendor)  
Disaster Debris Management and Support Services to Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP Documents.

**The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.**

The undersigned agrees to provide the service called for by the Specifications and RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed (180) days after the date of Proposal opening stated in the RFP.

The undersigned accepts the payment policies specified in the RFP documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**INDIVIDUAL, FIRM OR PARTNERSHIP**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Social Security Number or Taxpayer Identification Number: \_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)



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

**Telephone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Taxpayer (EIN) Identification Number:** \_\_\_\_\_

**State Under Which Corporation Was Chartered:** \_\_\_\_\_

**Corporate President:** \_\_\_\_\_  
(Print Name)

**Corporate Secretary:** \_\_\_\_\_  
(Print Name)

**Corporate Treasurer:** \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

**Attest By:** \_\_\_\_\_  
Secretary

**ADDENDA RECEIPT VERIFICATION**

**Proposer acknowledges the receipt of Addenda Nos.** \_\_\_\_\_

**REFERENCE FORM (TAB # 4)**

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

## SCHEDULE OF VALUES (TAB #6)

### PRICE PROPOSAL 1 – DEBRIS MONITORING

PROPOSER shall provide a price on every item listed in the Schedule of Values, or shall be deemed non-responsive

<b>PROPOSED FEES</b> <b>(based on estimated one (1) million cubic yards)</b>			
ITEM NO / POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	UNIT PRICE PER HOUR	EXTENSION
1. Project Office/Principal	66	\$	\$
2. Project Manager	230	\$	\$
3. Operations Manager	630	\$	\$
4. FEMA Reimbursement Manager	165	\$	\$
5. Operations Specialist	230	\$	\$
6. Field Supervisor	2,640	\$	\$
7. Engineer/Scientist/Professional	130	\$	\$
8. Environmental Consultant	230	\$	\$
9. Environmental Field Technician	230	\$	\$
10. Data Manager	230	\$	\$
11. GIS Analyst/Specialist	66	\$	\$
12. Administrative Support	400	\$	\$
13. DMS Monitor	7,260	\$	\$
14. Field Monitor	14,200	\$	\$
15. Call Center Operator	1,420	\$	\$
16. Data Entry Clerk-Paper Ticket	165	\$	\$
<b>TOTAL PROPOSAL PRICE FOR DEBRIS MONITORING (Items 1 - 16):</b>			<b>\$</b>

Proposed fees shall be fully loaded and include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

## PRICE PROPOSAL 2 – CONSULTING SERVICES

PROPOSER shall provide a price on every item listed in the Schedule of Values, or shall be deemed non-responsive.

<b>PROPOSED FEES</b> <b>(hours based on 40 hour week x 10 weeks)</b>			
ITEM NO / POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	UNIT PRICE PER HOUR	EXTENSION
1. Administrative/Clerical	400	\$	\$
2. Inspector	200	\$	\$
3. Engineer I	50	\$	\$
4. Grant Management Analyst	200	\$	\$
5. Grant Management Consultant	400	\$	\$
6. Engineer III	50	\$	\$
7. Senior Grant Management Consultant	400	\$	\$
8. Principal	50	\$	\$
9. Project Manager	50	\$	\$
10. Legislative Affairs Consultant	50	\$	\$
11. FEMA Policy Consultant	50	\$	\$
12. Grant Consultant	400	\$	\$
13. Safety Consultant	400	\$	\$
14. Data Management Consultant	50	\$	\$
15. Accounting Consultant	400	\$	\$
<b>TOTAL PROPOSAL PRICE FOR CONSULTING SERVICES (Items 1- 15):</b>			<b>\$</b>

Proposed fees shall include all expenses and equipment, including but not limited to travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

### PRICE PROPOSAL SUMMARY:

DESCRIPTION OF SERVICES	TOTALS
PRICE PROPOSAL ONE (1) -DEBRIS MONITORING SERVICES TOTAL PRICE	\$
PRICE PROPOSAL TWO (2) - CONSULTING SERVICES – TOTAL PRICE	\$
GRAND TOTAL PRICE OF PRICE PROPOSAL ONE (1) AND TWO (2)	\$

The Selection Committee shall utilize the total of both Price Proposal one (1) and Price Proposal two (2), as a basis for evaluation.

### PROPOSER'S CERTIFICATION (TAB #7)

I have carefully examined the Request for Proposal, General Information, Specifications and any other documents accompanying or made a part of this Request for 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 180 days in order to allow the Village of Wellington 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 firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

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 Village of Wellington or any other proposer is 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.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me

This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

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

\_\_\_\_\_  
Mailing Address

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

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_)\_\_\_\_\_  
Telephone Number Email Address

(\_\_\_\_)\_\_\_\_\_  
Facsimile Number

## **CONFLICT OF INTEREST STATEMENT (TAB #8)**

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, the Florida Statutes and Chapter 2 of the Code of Federal Regulations, Part 200. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

### **CHECK ALL THAT APPLY.**

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

---

### **CONFLICT:**

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

---

**COMPANY NAME**

---

**AUTHORIZED SIGNATURE**

---

**NAME (PRINT OR TYPE)**

---

**TITLE**

## QUESTIONNAIRE (TAB #9)

PROJECT: Disaster Debris Management and Support Services

OWNER: VILLAGE OF WELLINGTON

CONSULTANT:

---

### INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Danielle Zembruski: (561) 791-4107.

## QUESTIONNAIRE

Proposer's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual  
Partnership (Circle One)  
Corporation

If a Corporation, answer this:

When Incorporated: \_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation:

Date of Registration with  
Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_



2. \_\_\_\_\_

3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ( )

No ( )

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). Please also include a list of any clients within the boundaries of the Village of Wellington that the proposer or its firm has had within the last five (5) years.

The proposer understands that information contained in this Questionnaire will be relied upon by Wellington in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the Village Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Palm Beach Sheriff's Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

### **DRUG FREE WORKPLACE (TAB #10)**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

