

**REQUEST FOR PROPOSAL #14-0330FL
DEBRIS MANAGEMENT SERVICES AND
EMERGENCY RESPONSE MANAGEMENT AND RECOVERY SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for the purpose of providing Debris Management Services and Emergency Response, Management and Recovery Services as defined by the Federal Emergency Management Agency (FEMA) Public Assistance regulations, policies and guidance prescribed and Florida Department of Transportation (FDOT). Additional FEMA and FDOT guidelines pertaining to conduct of, documentation of activities and expenses, and general administration of debris management activities shall be incorporated into any agreement issued. It shall be the responsibility of all parties to obtain and maintain the current policies, procedures, guidelines and instructions published by FEMA, FDOT, and other state and federal agencies on Debris Management Services and Emergency Response, Management and Recovery Services.

DEADLINE FOR CLARIFICATION REQUESTS: **February 21, 2014 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until **March 12, 2014 at 4:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

TABLE OF CONTENTS:

Section A: Information to Proposers	Pages 2 - 8
Section B: Scope of Services	Page 9
Section C: Form of Proposal	Pages 10 - 13
Section D: Selection	Pages 14 - 15
Section E: Negotiation of the Agreement	Page 16
Proposal Signature Form	Attachment A
Environmental Crimes Certification	Attachment B
Fee Schedule	Attachment C
County Debris Management Plan	Attachment D
Insurance and Bonding Requirements	Attachment E

Important Note: **A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:

Frank G. Lambertson, Purchasing Division Contracts Negotiator
(941) 749-3042, Fax (941) 749-3034 Email: frank.lambertson@mymanatee.org
Manatee County Financial Management Department Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Request For Proposals on <http://www.mymanatee.org>

Request For Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com>. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for

its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

DEADLINE FOR CLARIFICATION REQUESTS: February 21, 2014 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (marked Original) and Six (6) Copies (marked Copy) and Two (2) CDs of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #14-0330FL** Debris Management Services and Emergency Response, Management and Recovery Services_" and addressed to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

Pursuant to Florida Statutes 119.0701, to the extent successful Proposer is performing services on behalf of the County, successful Proposer must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the County would provide and at a cost that does not exceed the cost provided in F.S. Chapter 119, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of successful Proposer upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the County in a format this is compatible with the County's information technology systems.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with

Manatee County Code Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in § 2-26-61 of the County Code.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein

mentioned has any interest in this proposal or in the contract to be entered into; and

- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County.

Proposer is to complete Attachment "B" and submit with your proposal.

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES

B.01 BACKGROUND

Manatee County is a growing county (current population of over 327,900) located on the southwestern coast of Florida between Pinellas and Sarasota Counties on the Gulf of Mexico. The County's land area is 741 square miles and has approximately 150 miles of coastline (27 miles of beach).

The Manatee County Board of County Commissioners (BCC) requires Debris Management Services and Emergency Response, Management and Recovery Services. Proposers shall provide personnel and equipment for activities including but not limited to field operations, debris pickup, debris hauling, debris staging and reduction demolitions and final disposal of debris resulting from a natural or manmade disaster, as well as other emergency response activities, as directed by the County to eliminate immediate threats to the public health and safety, and threats of significant damage to public or private property.

B.02 SCOPE

Debris Management Services and Emergency Response, Management and Recovery Services shall be defined, regulated and executed in the manner prescribed by the Federal Emergency Management Agency (FEMA) and Florida Department of Transportation (FDOT).

Additional FEMA and FDOT guidelines pertaining to conduct of work, documentation of activities and expenses, and general administration of debris management activities shall be incorporated into this scope of work upon publication of the information by FEMA and FDOT whether as new information or amendments to existing guidelines or policy.

It shall be the responsibility of both parties to obtain and maintain the current policies, procedures, guidelines, and instruction published by FEMA, FDOT, as well as from other federal and state agencies involved with debris removal activities, on Debris Management Services and Emergency Response and Recovery Services.

All required FEMA contractual language will be incorporated and contract issued by Manatee County for these services.

Monetary fines and penalties pertaining to services provided will be the responsibility of the Proposer, i.e., pollution, legal advice in the event of a dispute with the County, unresolved damage complaints, and failure to obtain required permits.

Insurance and bonding requirements are stated in Attachment E.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM QUALIFICATIONS TO BE CONSIDERED

To qualify for any consideration, the Proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP.

Documentation that your firm has performed Debris Management Services for a Federal, State or Local (public sector) governmental entity **in the last three (3) years**.

If subconsultants and consultants are to be used in your proposal given to meet the minimum qualifications detail the business entities, description of the service provided, and responses in the same level of detail and tabbed order as instructed in this Request for Proposal for the Proposer.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- a. Name and location of the Jurisdictions and the project, the year of performance and the date the project was fully operational and accepted. The specific details of the project including the components and subcontractors utilized.

Specify the name, title and telephone number for the Jurisdictions contract manager for the project;

- b. Names of your firm's staff and their direct involvement in the project;
- c. Names and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and

- d. Governmental agency, if any, which verified compliance with its requirements or standards, and the names and telephone numbers of the key persons with direct knowledge of this process to achieve compliance.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment B).

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Note: Tabs are required to identify each item defined in this Section.

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 Proposer shall clearly demonstrate experience and ability. List major projects completed in the last three (3) years, older projects may also be submitted for consideration.
- C.03.3 Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.
- C.03.4 Identify each **principal of the firm and other "key personnel"** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel

- C.03.5 Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
- C.03.6 Submit a **manning level statement** for your organization, detailing how many total employees work for your firm at any one time, including temporary and part-time employees. List the ratio of full-time employees to part-time, and temporary employees. Also include a **subcontractor plan** detailing how subcontractors will be used.
- C.03.7 Detail the **project approach** for category of storm, discuss the deployment process and what is the time frame for your firm to be fully deployed and up and running. Provide a **work plan** detailing how your firm would perform and meet the requirements of the Scope of Services, following relevant federal and state debris removal policies, as well as the County Debris Management Plan (Attachment E). At a minimum, the work plan shall address mobilization, response time, hauling, staging, reduction, recycling, disposal, TDSR Site Management,, and required documentation. However, you may provide any additional services that may be offered as part of your proposal submission.
- C.03.8 Provide a list of at least **five (5) references (similar clients)** with knowledge of your firm's contract performance. References shall be employees in senior level management positions. Include the name of the entity, a description of the contract project, the dates of service and the name(s) and telephone number(s) of the contact persons. Additionally provide a list of the **contracts your firm has obtained for similar services** within the past five (5) years, indicating the type of services provided and the locations. Provide a list of the contracts your firm has lost in the past five (5) years and state the reason for the loss and the location.
- C.03.9 Detail your firm's experience with FEMA, FDOT, and other federal and state agencies' guidelines for debris removal and disposal activities.
- C.03.10 Provide a narrative describing your approach to pre storm planning.
- C.03.11 Provide a narrative describing your approach to County staff's training and augmentation, identify number of sessions.
- C.03.12 Provide a narrative describing your approach to project management.
- C.03.13 Provide a narrative describing your approach to technical support for reimbursement procedures.

- C.03.14 Provide a narrative describing your approach to assisting in developing public information regarding recovery efforts.
- C.03.15 Provide a listing of equipment owned by your firm and dedicated to debris removal and recovery services. (Do not list rented or leased equipment, or owned by your subcontractors unless a lease or contractual agreement is provided as proof of availability).
- C.03.16 Provide your **proposed cost** for the required services in accordance with the Fee Schedule provided as Attachment C. Include any additional items that you foresee being needed during debris removal management and emergency response activities.
- C.03.17 Provide proof of insurability and bonding capabilities.
- C.03.18 Provide a list of all claims, arbitrations, administrative hearings, and lawsuits related to debris operations brought against your company. Has the proposer been a defendant in any litigation involving debris removal operations in the last ten years? If so, provide a detailed description of such litigation and the outcome. Has the proposer ever been the subject of an investigation involving debris removal operations? If so, provide a detailed description of the investigation and its outcome. Has the proposer ever brought suit against a state or local government involving the proposer's debris removal contract with such governmental entity? If so, provide a detailed description of the suit and its outcome. Is the proposer currently barred from doing FEMA related work?
- C.03.19 Describe your ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.
- C.03.20 Submit any other additional information which would assist the County in the evaluation of your proposal.

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

A point assessment evaluation process has been mandated by the Public Assistance Program, FEMA Contracts for Debris Management Services must meet rules for Federal grants as provided for in Title--44 Emergency Management and Assistance, Chapter—Federal Emergency Management Agency, Part—Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments, Part 13.36 Procurement. To comply with this mandate the evaluation factors and weight of each evaluation factor shall be:

<u>Evaluation</u>	<u>Maximum Raw Points</u>
1. Professional Experience/Ability/Background/Size	30
2. Reasonableness of Pricing	30
3. Past Performance/References	20
4. Organizational structure/Technical Capabilities/Equipment	30
5. Project Approach/Ability to handle multiple contracting objectives	10
<u>Maximum Total Raw Points</u>	<u>120</u>

D.02 RANKING

Review shall be conducted with responsible Proposers who may be reasonably susceptible of being selected for award, for the purposes of clarification to assure full understanding of and conformance to the solicitation requirements. Firms responding to this RFP shall be available for presentation/interviews to the Evaluation Committee and/or Board of County Commissioners upon notification from the Purchasing Division of the time and date determined by the County.

Individual Evaluation Committee Members shall determine raw points for each proposer based on the evaluation factors listed in paragraph D.01. Only whole points will be assessed, and no more than the maximum raw points afforded to each evaluation factor.

To balance any extremes in the assignment of raw points by any Individual Evaluation Committee Member, the sum of the raw points will be used to determine a score as follows:

highest raw point score = 10 points
2nd highest raw point score = 9 points
3rd highest raw point score = 8 points
4th highest raw point score = 7 points

This process shall continue in similar progression for the number of proposers to be ranked. The sum of the scores from each Individual Evaluation Committee Member shall be totaled. The Evaluation Committee's ranking shall be from the highest total score to the lowest, based on the sum of these scores. Ranking forms shall be recorded to document this process.

D.03 **SELECTION FOR NEGOTIATION**

The proposers whose ability and proposal are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this Request For Proposal, shall be recommended to the County Administrator for authorization to negotiate an agreement for the stated Scope Of Services.

D.04 **AWARD**

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.
- d. Federal Emergency Management Agency (FEMA) and Florida Department of Transportation (FDOT) has mandated certain terms and conditions be included in the agreement.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A

PROPOSAL SIGNATURE FORM RFP #14-0330FL

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

Name of Proposer

Telephone Number

Street Address

Email Address

Web Address

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date Signed

Acknowledge Addendum No.	_____	Dated:	_____
Acknowledge Addendum No.	_____	Dated:	_____
Acknowledge Addendum No.	_____	Dated:	_____

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200____ by_____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires_____.

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C

<u>FEE SCHEDULE</u>		
1	Cut and toss debris from roadway. At a minimum, a Cut and Toss Crew will consist of one (1) appropriate rubber tired piece of equipment (including operator), two (2) chain saw operators w/ chain saws, and one (1) Superintendent with Vehicle.	\$ ____ Crew rate per hr.
2	Loading and hauling Vegetative Debris from the ROW or other loading site to a County approved Temporary Debris Staging and Reduction Site (TDSRS) or final disposal site (Price to include MOT).	\$ /cu.yd.
3	Reduction of Vegetative Debris by grinding at the TDSRS.	\$ /cu.yd.
4	Reduction of Vegetative Debris by incineration at the TDSRS.	\$ /cu.yd.
5	TDSR Site Management - Including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, and staging of debris, furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS.	\$ /cu.yd.
6	Loading and hauling processed vegetative debris from the TDSRS to a County approved final disposal site.	\$ /cu.yd.
7	Loading and hauling Construction and Demolition (C&D) debris from the ROW or other loading site to a County approved disposal site (or TDSRS if necessary - price to include MOT).	\$ /cu.yd.
8	Loading and hauling C&D debris from the TDSRS to a County approved recycling/disposal facility.	\$ /cu.yd.
9	Tipping fees/final disposal costs shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the County for reimbursement	Actual cost
10	Validated load hauled tickets for hazardous materials picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) or County approved disposal facility	\$ /55 gal. container
11	Validated load hauled tickets for hazardous materials picked up at a Temporary Disposal Storage and Reduction Site (TDSRS) and hauled to a County approved recycling/disposal facility	\$ /55 gal. container
12	Validated load hauled tickets for Dead Animal Collection picked up at the designated work zone, hauled to and dumped at a County approved disposal facility	\$ /pound
13	Hazardous trees – Trees will be evaluated by the County and be designated to be cut flush with the ground and hauled to the TDSRS for reduction. Trees will be measured 4.5' above the ground. Price includes disposal	
	6"-12" Diameter	\$ /tree
	13"-24" Diameter	\$ /tree
	25"-48" Diameter	\$ /tree
	> 48" Diameter	\$ /tree

14	Hazardous Stumps - Stumps measured 2' above the ground. Unit cost includes removal, disposal, and backfilling hole	
	24"-36" Diameter	\$ /each
	37"-48" Diameter	\$ /each
	> 48" Diameter	\$ /each
15	Hazardous Limbs that are hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter, measured at the break. Unit price per tree, includes disposal	
	2"-4" Hanger	\$ /tree
	5"-12" Hanger	\$ /tree
	> 12" Hanger	\$ /tree
16	Demolitions – The CONTRACTOR shall operate beyond the Public Right-of-Way (ROW) only as identified and directed by the County. Demolition of structures shall be done only as necessary as to abate imminent and significant threats to the public health and safety of the community	To be Determined
17	Private Property Debris Removal (PPDR) – The CONTRACTOR shall operate beyond the Public ROW only as identified and directed by the County. Submit costs for removing debris from private property, including but not limited to hazardous trees, limbs, and stumps, as well as vegetative and C&D debris.	\$ /each \$ /tree \$ /cu.yd
18	Validated load hauled tickets for Fill Dirt – As identified and directed by the County, the CONTRACTOR shall place compatible fill dirt in areas that pose an imminent and significant threat to public health and safety	\$ /cu.yd.
19	Validated load hauled tickets for pickup of white goods at the designated work zone, hauled to and dumped at a TDSRS or County approved recycling facility – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ /each
20	Validated load hauled tickets for white goods picked up at a TDSRS and hauled to a County approved recycling/disposal facility	\$ /each
21	Validated load hauled tickets for White Goods that require refrigerant, mercury or oil recovery picked up at a designated work zone, hauled to and dumped at a TDSRS or County approved recycling facility– The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /each
22	Validated load hauled tickets for white goods that require refrigerant, mercury or oil recovery picked up at a Temporary Disposal Storage and Reduction Site (TDSRS) and hauled to a County approved recycling/disposal facility	\$ /each
23	Validated load hauled tickets for soil, mud and sand picked up at the designated work zone, hauled to and dumped at a TDSRS or County approved recycle/disposal site. Pick up and disposal.	\$ /cu.yd.
24	Validated load hauled tickets from the TDSRS for final process soil, mud and sand at a County approved recycle/disposal facility.	\$ /cu.yd.
25	Removal of abandoned vehicles - Includes removal and hauling to County approved staging areas/disposal site)	\$ /each
26	Removal of boats (hull length 20' or less) - Includes removal and hauling to County approved staging areas/disposal site)	\$ /each
	Removal of boats (hull length > 20') - Includes removal and hauling to County approved staging areas/disposal site)	\$ /each

27	Validated load hauled tickets for Putrescent Debris, picked up at the designated work zone, hauled to and dumped at a County approved landfill.	\$ /pound
28	Validated load hauled tickets for bio waste debris picked up at the designated work zone, hauled to and dumped at a County approved disposal facility	\$ /pound
29	Validated load hauled tickets for e waste debris picked up at the designated work zone, hauled to and dumped at a TDSRS or County approved recycle/disposal facility	\$ /pound
30	Validated load hauled tickets for e waste debris picked up at a TDSRS and hauled to a County approved recycling/disposal facility	\$ /pound
31	Validated load hauled tickets for franchise replacement garbage service, in the event current franchise hauler is not able to meet obligations. Garbage to be picked up at the designated work zone, hauled to and dumped at a County approved landfill facility	\$ /household or commercial pickup
32	Validated load hauled tickets for franchise replacement recycle service, in the event current franchise hauler is not able to meet obligations. Recycling to be picked up at the designated work zone, hauled to and dumped at a County approved recycling facility	\$ /household or commercial pickup
33	Validated load hauled tickets for franchise replacement yard waste service, in the event current franchise hauler is not able to meet obligations. Yard Waste to be picked up at the designated work zone, hauled to and dumped at a County approved recycling facility	\$ /household or commercial pickup
34	Validated load hauled tickets for clearance and removal of infectious waste picked up at the designated work zone, hauled to and dumped at a County approved disposal facility	\$ /cu.yd.
35	Beach restoration – Cost for restoration to coast line and beaches. - The CONTRACTOR shall use equipment rental type pricing and follow all appropriate regulatory concerns	To be Determined
36	Temporary housing and facilitates for operations – Provide emergency shelter for continuity of business	To be Determined
37	Training and Assistance Sessions shall be for all key County personnel and assistance in all disaster debris recovery planning efforts as requested	Price included
38	Preliminary Damage Assessment – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster – generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price included
39	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price included
40	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price included
41..	Debris Planning Efforts – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event	Price included

42	Closure and Remediation of the TDSRS – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR	Price included
43	Reporting and Documentation – The CONTRACTOR shall provide and submit to the County all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA/State requirements	Price included
44	Navigation hazard/wet debris removal for canals, rivers, and waterways - The CONTRACTOR shall provide all labor and equipment necessary and follow all appropriate regulatory concerns.	\$ /cu.yd.

In addition to the items above, proposer shall provide a list of equipment with hourly rates including but not limited to specialized debris removal equipment, generators, pumps, tarps, any other equipment or materials, and any labor not included above that might be needed in debris removal and emergency response operations.

ATTACHMENT D

Manatee County Debris Management Plan

Electronic Copy
of the attachment is
available at mymanatee.org
Bids and Proposals

Or

Contact: Frank G. Lambertson
at frank.lambertson@mymanatee.org
(941)749-3042

ATTACHMENT E

INSURANCE AND BONDING REQUIREMENTS

1. Insurance and Bonding Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

To the extent that property damage is covered by commercial insurance, the Owner and the Vendor agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. The Vendor shall require a similar waiver of subrogation from each of its Vendor Personnel and sub-consultants, to include Specialty Consultants and the Vendor shall provide satisfactory written confirmation to the Owner of these additional waivers.

Manatee County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Manatee County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Manatee County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests' provisions.

Manatee County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County. The "Certificate Holder" should read as follows:

Manatee County
Board of County Commissioners
Bradenton, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$2,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees; caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 2,000,000</u> Each Occurrence and in the aggregate; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input checked="" type="checkbox"/> Pollution Liability	\$ 2,000,000 Per Occurrence and in the aggregate(If applicable)
6. <input checked="" type="checkbox"/> Professional Liability	\$1,000,000 Per Occurrence (If applicable)
7. <input type="checkbox"/> Bid bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the

Federal Deposit Insurance Corporation.

8. ☒ Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
9. ☒ Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
10. ☒ Manatee County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability and Auto Liability where required.
11. ☒ The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
12. ☒ **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____