



City of
Punta Gorda
FLORIDA

eProcurement

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Bid Detail

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Bid Information

Organization Punta Gorda Procurement (Punta Gorda Procurement)
Buyer Name Marian Pace Procurement Manager
Buyer Email pppurch@ci.punta-gorda.fl.us
Buyer Phone 1 (941) 575-3348
Buyer Fax 1 (941) 575-3340

Bid Number R2008125
Bid Title EOC-DISASTERREC/0809/2 - Debris Mgmt & Disaster Recovery
Bid Type RFPS
Bid Security Sealed
Issue Date & Time 7/17/2009 12:00:10 PM Eastern
Close Date & Time 8/13/2009 3:00:00 PM Eastern
Bid Notes City of Punta Gorda is preparing for future Disasters by entering into a pre-event contract for Debris Management Services and Ancillary Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of City of Punta Gorda to award this contract to one (1) Primary Contractor and one (1) or more Secondary Contractor(s). The Contractor(s) will be responsible for all debris operations listed within this contract. The City reserves the right to activate multiple contractors at the same time dependent upon the severity of the storm and the availability of the contractors.

Bid Status Issued
Status Reason Bid request Issued by the system.

Contact Information

Address 326 W. Marlon Avenue
Punta Gorda, FL 33950

Contact Name Marlan H. Pace
Department Procurement
Building 126 Harvey Street
Floor/Room 2nd Floor
Contact Phone (941) 5753348
Contact Fax (941) 5753340
Contact Email mhowe@ci.punta-gorda.fl.us

Ship to Information

No Ship to Information

Bill to Information

Address Finance
326 W. Marlon Avenue
Punta Gorda, FL 33950

Contact Name Accounts Payable
Department Finance
Contact Phone (941) 5753318
Contact Fax (941) 5753386
Contact Email

Event Activities

[View](#)

Date	Activity Name	Description
☐ 7/28/2009 10:00:00 AM EST	PRE SOLICITATION MEETING	A NON-mandatory Pre-Solicitation meeting will be held for this solicitation and Bidder may attend either IN PERSON or VIA INTERNET WEBINAR. The physical location of this meeting is at the City Hall Annex, 126 Harvey Street, 2nd Floor, Procurement Conference Room, Punta Gorda, FL 33950. Bidders are strongly advised to attend the Pre-Solicitation Meeting either In person or via Internet webinar. The purpose of the Pre-Solicitation Meeting is to allow an open forum for discussion and questioning regarding the solicitation with all prospective bidders having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the solicitation until an addendum is issued in writing and available through the Procurement Division e-Procurement website at www.pgorda.com. Bidders attending via Webinar must complete the attached "Internet Webinar Event Request" form.
☐ 8/6/2009 3:00:00 PM EST	DEADLINE FOR INQUIRIES	This date establishes the deadline for submitting inquiries for this solicitation. All inquiries shall be in writing and submitted to the Procurement contact via email or fax.

Items 1-2 shown of 2

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Bid Attachments

# Name	Description
1 eProc Instructions.pdf (29KB) [View]	The attachment provides a walk through on how to SUBMIT a RESPONSE to a solicitation. For a full guide on how to use this site click on the HELP link in the top right corner of the screen.
2 Internet Webinar Event Request.pdf (89KB) [View]	INTERNET WEBINAR EVENT REGISTRATION FORM - Bidders Interested in attending Procurement Events via Internet Webinar are required to complete and submit the attached form as directed in the document.
3 R2008125D.pdf (277KB) [View]	R2008125D Solicitation Document
4 R2008125E1.xls (74KB) [View]	R2008125E1 Schedule of Values

Items 1-4 shown of 4

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Bid Attributes

# Name	Note	Response Type
1 AUTHORIZED CITY CONTACT	The Authorized City Contact Person is defined in the eProcurement Bid Request Contact Information and in the Solicitation Document Page 1 and is the ONLY authorized person for Bidders to contact through the award of an Agreement. BIDDERS SHALL READ THE ATTRIBUTE ASSIGNED TO CONTACT PROHIBITION.	Required Checkbox
2 SOLICITATION PACKAGE	The Solicitation Package constitutes the complete set of documents, information, forms, terms and components. The Solicitation Package components are defined in the Solicitation Document attached, Instruction to Bidders section. The Solicitation Package provided shall be used in preparing response. The City does not assume any responsibility for errors or misinterpretations resulting from the Vendor's lack use of provided Solicitation Information. City, in making Solicitation Information available does so only for the purpose of obtaining responses and does not confer a license or grant for any other use.	Required Checkbox
3 SUBMITTAL PACKAGE	All submittal requirements submitted shall be fully	Required Checkbox

	executed and submitted as directed in the Solicitation Document, Submittal Package Format Requirements section. SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THE SOLICITATION PACKAGE SHALL BE REJECTED.		
4 SOLICITATION DEFINITIONS	The terms stated in this Solicitation Package are defined in the Solicitation Document, Instructions to Bidders section. The Bidder is responsible to read and understand all definitions stated. Bidders may submit a written or emailed inquiry to the contact stated in this eProcurement Bid Request.	Required	Checkbox
5 CONTACT PROHIBITION	All prospective Bidders are hereby instructed NOT to contact any member of the City of Punta Gorda City Council, City Manager, or City of Punta Gorda staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.	Required	Checkbox
6 PROHIBITION AGAINST GRATUITIES	Bidder warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Bidder, or any agent or representative of Bidder, to any elected official, agent or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City shall be entitled to pursue the same remedies including, but not limited to, termination, against Bidder as it would pursue in the event of Bidder's default.	Required	Checkbox
7 ACCEPTABLE SUBMITTAL PACKAGE	The City Procurement Office shall review all Submittal Packages to certify responsiveness and that all material elements of the Solicitation Package have been met by the bidder. The City shall reject all Submittal Packages that have been deemed non-responsive. Materials elements are defined in the Special Conditions section of this Solicitation Document. The Submittal Package requirements and format for submitting is stated in the Submittal Package Format and Requirements section of this Solicitation Document. For your Submittal Package to be accepted it shall be deemed responsive to all material elements of this Solicitation Package. All blank spaces must be completely annotated where and when requested.	Required	Checkbox
8 BINDING OFFER	The submission of a Submittal Package to this Solicitation Package will constitute an incontrovertible representation by Bidder that Bidder has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Bidder through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Bidder Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated. IMPORTANT NOTE: WHEN SUBMITTING YOUR RESPONSE DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN TERMS AND CONDITIONS THAT CONFLICT WITH THOSE LISTED IN THE CITY'S SOLICITATION PACKAGE. INCLUSION OF ADDITIONAL TERMS AND CONDITIONS SUCH AS THOSE, WHICH MAY BE ON YOUR COMPANY'S STANDARD FORMS, SHALL	Required	Checkbox

RESULT IN YOUR RESPONSE BEING DECLARED NON-RESPONSIVE AND REJECTED, AS THESE CHANGES WILL BE CONSIDERED A COUNTEROFFER TO THE CITY'S SOLICITATION.

9 CITY'S RESERVED RIGHTS	The City reserves the right to 1) cancel a solicitation and 2) accept and/or reject any or all responses.	Display	Note
10 BIDDER'S RESPONSIBILITY	Bidders are solely responsible for verifying their Submittal Package as submitted meets all requirements of the Solicitation Package as stated in the Solicitation Document, Submittal Package Format and Requirements section. The City will not be held responsible for Bidder's failure to submit any Submittal Package component incorrectly and/or as instructed in the Solicitation Document Submittal Package Format and Requirements section. Bidders are responsible for viewing their Online Response to this eProcurement Bid Request to assure accuracy in the information and prices entered and submitted and completeness of their Online Response. The system will advise the Bidder immediately if their Online Response submission was not successful and will provide an error message in red at the top of the screen. Additionally, all sections of the Online Response with errors will be noted in RED. Bidder shall be required to fix all errors and re-SUBMIT their Online Response. Once a bidder is SUCCESSFUL in submitting their Online response the eProcurement system will immediately display "Bid Submitted" in red at the top of the screen and a notice stating successful Online response submission will be sent to the user's email account. The response status will also change to "SUBMITTED". Bidders shall view their response after successfully submitting their Online Response by using the "VIEW RESPONSE" link. Viewing the response will show the Bidder their responses to Attributes, Online Response Attachments and the EXTENDED Bid Line Item prices based on the unit prices entered by the Bidder. Bidder shall verify if the correct unit prices have been entered. If the Bidder finds an error in their Online Response they shall RETRACT the response and correct areas and SUBMIT the Online Response again. If the re-submission of the Online Response is successful Bidder will be advised as stated above. As an additional measure, the Bidder may verify their Online Response has been accepted by the eProcurement system by clicking on the "RESPONSE HISTORY" link for a log of the Bidder's actions on the eProcurement Bid Request. No plea of ignorance will be accepted or considered by the City for the Bidder's failure to 1) verify the accuracy of their Online Response; or 2) verify acceptance of the Online Response. As an option to submitting an Online Response, the bidder may print an INVITATION DOCUMENT from the "DOCUMENTS" link on the eProcurement Bid Request and complete the document in its entirety manually, sign all pages and submit the hard copy in accordance with the Submittal Package requirements stated in the Solicitation Document. The City will not be responsible for the Bidder's failure to submit a complete Submittal Package submitted in response to this Solicitation Package.	Required	Checkbox
11 INSTRUCTION: Entering Unit Prices and Verifying Extended Prices	After entering ALL UNIT PRICES Bidders are strongly encouraged to click on SAVE icon at the top to VIEW AND VERIFY accuracy in EXTENDED PRICE for the bid line items and VIEW RESPONSE after SUBMITTING to verify accuracy in unit and extended prices bid. Unit prices shall prevail.	Required	Checkbox
12 BIDDERS CERTIFICATION	Submitting a Submittal Package in response to this Solicitation Package certifies the Bidder's Authorized Agent has read, understands and accepts responsibility	Required	Checkbox

	for the contents of this Solicitation Package and Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.		
13 SURETY/BID BONDS	Bid Surety/Bid Bond in the amount of \$3,000.00 applies to this Solicitation. The City shall accept only certified checks, cashiers checks, letters of credit or bonds as security for contract work awarded by the City in their ORIGINAL format. The purpose of this surety is to ensure that the Bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required in a timely manner. The City shall hold the surety/bid bond until the issuance of a notice of award or a Agreement. The City, at its sole discretion, may release the surety/bid bond of Bidders not selected prior to the issuance of a notice of award or an Agreement. Original Bid Bonds shall be submitted with your response. Bidder submitting a copy, facsimile, or electronic scan of Bid Bonds/Check with their Submittal Package shall be cause for the rejection of your response. Failure to submit contract award requirements shall cause the Bidder to forfeit their surety/bid bond, if a surety/bid bond is a requirement of this solicitation.	Required	Checkbox
14 BIDDER'S DUE DILIGENCE	Bidders will make all surveys and investigations to familiarize themselves regarding the project site, service area, or commodity to be proposed. No plea of ignorance by the Bidder of conditions that exist as a result of failure to make inspections shall be acceptable. Prior to submitting a response, each Bidder shall (a) examine the Solicitation Package thoroughly; (b) consider federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Solicitation Package. The Bidder is responsible for notifying the City's Procurement Contact of all conflicts, errors, and discrepancies in the Solicitation Package in written form, which email and fax is acceptable formal for delivery, and prior to the Deadline for Inquiries established in the Solicitation Package.	Required	Checkbox
15 APPLICABLE LAWS	Bidders are advised all City Agreements and/or documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Bidder and the City for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.	Required	Checkbox

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1 2 3 >>

Bid Messages

No Bid Messages

Event Participation

Supplier Name	City	State	Contact
A&M Contracting, Inc.	Oviedo	FL	
American Earth Movers, Inc	Miami Shores	FL	
AMERICAN TREE ARBORIST	Punta Gorda	FL	
Ameri-Pride, Inc	Clearwater	FL	
Arbor One Incorporated	Port Charlotte	FL	
AshBritt, Inc.	Pompano Beach	FL	
Beautiful Boundaries Inc.	Punta Gorda	FL	
Benton and Sons Construction Company Inc	Ft. Myers	FL	

Bergeron Emergency Services, Inc	Fort Lauderdale	FL
Buccaneer Landscape	St Petersburg	FL
Cardinal Landscaping Services of Tampa	Tampa	FL
Cholce Home Builders	VENICE	FL
Coastal Construction Experts, LLC	Punta Gorda	FL
Comdivers Marine & Salvage Corp	Saint Petersburg	FL
Construction Journal	Stuart	FL
Cross Environmental Services, Inc.	Crystal Springs	FL
Crowder Disaster Recovery	Tallahassee	FL
CrowderGulf Joint Venture, Inc	Theodore	AL
D. R. Swanson Company	Port Charlotte	FL
Dodge Reports	Fort Myers	FL
DRC Emergency Services, LLC	Mobile	AL
EarthTech Enterprises Inc.	Naples	FL
Entram Corp	Port Charlotte	FL
Excavation Etc. Inc.	Punta Gorda	FL
Florida Marine Construction, Inc	Matlacha	FL
Florida Research, Inc.	Clearwater	FL
Florida Vegetation Management, Inc	Wauchula	FL
Freedom Aluminum Services	Ft. Myers	FL
Glenn heneault General Construction Co.	Port Charlotte	FL
Grubbs Emergency Services, LLC	Brooksville	FL
Gulf Trall Corporation	North Port	FL
Hole Montes, Inc.	Venice	FL
Honc Industries Inc	St James City	FL
John Weiss Contracting, Corp	Venice	FL
Keesling Construction, Inc.	Punta Gorda	FL
LeBeau Construction Inc	Port Charlotte	FL
Malcolm Pimle, Inc.	White Plains	FL
MLU Services Inc	Athens	GA
Native Technologies, Inc.	Deerfield Beach	FL
Natures Charity, Inc.	Fort Lauderdale	FL
Neubert Construction Services, Inc.	Fort Myers	FL
OMNI PINNACLE, LLC	PEARL RIVER	LA
PBS&J	Tampa	FL
Pinnacle Lawn and Landscape Service, Inc	Punta Gorda	FL
Prime Vendor Inc.	Wilmington	NC
ProForm Enterprises, Inc	Venice	FL
RICK RICHARDS INC	MYAKKA CITY	FL
ROCKLINE VAC SYS INC	FORT LAUDERDALE	FL
SFM Services,Inc	Miami	FL
shell creek demolition contractors, Inc.	punta gorda	FL
Signal Commercial	port charlotte	FL
SOD SERVICES, LLC	OKEECHOBEE	FL
STORM RECONSTRUCTION SERVICES, INC	mobile	AL
Terra Landscaping	Punta Gorda	FL
Timberland Tree	west palm beach	FL
Trademark Services	North Port	FL
Viking Diving Services Inc.	ft.pierce	FL
Walkers Service Inc	Bradenton	FL
west coast mowing (WCM)	venice	FL
Woodruff & Sons, Inc.	Bradenton	FL

Bid Line Items**Line Specification****1 Svc NO Alt/Req****Qty UOM Description**

1 LUMP CATEGORY A: DEBRIS MANAGEMENT
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines A.1 through A.43

2 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY B: EQUIPMENT & LABOR
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines B.1 through B.27

3 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY C: EMERGENCY POWER GENERATORS
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines C.1 through C.11

4 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY D: SATELLITE COMMUNICATIONS
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines D.1 through D.2

5 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY E: TEMPORARY SANITARY FACILITIES
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines E.1 through E.6

6 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY F: REEFER & REFRIGERATED CONTAINERS & ICE DELIVERY
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines F.1 through F.4

7 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY G: POTABLE WATER TRUCK AND DRINKING WATER
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines G.1 through G.3

8 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY H: MOBILE FLEET REPAIR FACILITIES/ASSISTANCE
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines H.1 through H.3

9 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY I: TEMPORARY SIGNAGE & TRAFFIC CONTROL
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines I.1 through I.4

10 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY J: CANTEEN, TENTS, FURNISHINGS
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines J.1 through J.12

11 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY K: PORTABLE LIGHTING
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines K.1

12 Svc NO Alt/Req

Qty UOM Description

1 LUMP CATEGORY L: DEMOLITION OF STRUCTURES
SUM

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Total Price entered shall equal the Schedule of Values total for Lines L.1 through L.7

13 Percent Off

Description

CATEGORY CATEGORY M.1: LUMBER & RELATED SUPPLIES - MINIMUM DISCOUNT

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Bidder shall state their MINIMUM PERCENT discount from a published price list. Example for response 5% - Enter 5

14 Percent Off

Description

CATEGORY CATEGORY M.1: FENCING MATERIAL & RELATED SUPPLIES - MINIMUM DISCOUNT

Commodity: Services; Non-Professional; Debris Removal

Item Notes: Bidder shall state their MINIMUM PERCENT discount from a published price list. Example for response 5% - Enter 5

Items 1-14 shown of 14

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INSTRUCTIONS FOR SUBMITTING A RESPONSE ON-LINE AT WWW.PGORDA.COM

- 1) Click on "Bid Requests" on the top option bar OR "View Available Bids" from the "Bidding Shortcuts" side bar.
- 2) Check the solicitation and click "View".
- 3) The options on the top option bar
 - a. Return – Returns to the previous screen
 - b. Respond – Respond to the solicitation
 - c. History – Provides the solicitation history an audit trail for addenda
- 4) **MULTIPLE PAGES TO SECTIONS** – Sections, as defined as bid attachments, bid attributes, bid lines item, may have multiple pages. The bidder MUST click on the page number to proceed to the next page.

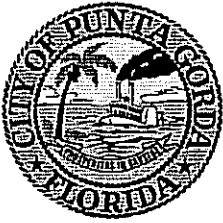
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1 2 ▶▶▶

- 5) Respond to the solicitation by clicking on 
 - a. Functions available on the option bar:
 - i. Return – Returns to the previous screen
 - ii. Save – This function allows you to save your response at any time prior to submission.
 - iii. Submit – This is the function to SUBMIT your response when complete. 
 1. The system will check to make sure you have responded to ALL required attributes.
 2. If you have not completed all attributes, the system will NOT accept your response and will advise you in RED what information is not complete.
 3. Complete the missing requirements and RESUBMIT.
 - iv. No Bid – If you are not interested in bidding click on this function.
 - v. View Response – Allows you to view the information entered pre and post submittal.
 - vi. Status – Provides information on the solicitation in a different format. This will also provide a list of other bidders. **NOTE: This screen will show YOUR status whether you viewed or submitted a response OR your response status is UNSUBMITTED.**

 Viewed

- vii. Documents – Attachments of ALL solicitation documents associated with this solicitation. After the closing of the solicitation, the tabulation, evaluations and post award documents will be made available in accordance with the public records requirements.
 - viii. Response History – Log of your attempts to submit and successful submissions.
 - ix. Bid History – Same information as above 3(c).
 - b. **Supplier Note to Buyer** – Free form text area for comments, variance, and other information furnished by the Bidder.
 - c. **Bid Attachments** – Solicitation documents with description are listed and may be downloaded.
 - d. **Bid Attributes** – The majority of Bid Attributes require a response from the bidder. If a bid attribute is required it is clearly indicated next to the attribute.
 - e. **Response Attachments** – Bidder may attach documents to their response. To add an attachment click on NEW and follow the steps.
 - f. **Bid Line Items** – The line item will provide the information for each item. In some instances "ALTERNATES" are accepted and/or you may bid on the stated line item AND offer a bid on an alternate item.
 - i. To add an alternate, when allowed, click on the "ADD ALTERNATE" icon and complete all the information.
 - ii. Some bid line items also have attributes, which may require a response.
 - iii. In some instances the City requires a link to a website for the proposed equipment, material etc. This link may be entered in the Supplier Notes section of the line item OR literature/brochures may be attached in the Response Attachment section.
 - iv. If the BID LINE ITEM type is PACKAGE it is comprised of several individual Package Items and each item must have a response.
 - v. BID LINE ITEMS WITH CITY ENGINEER ESTIMATED QUANTITIES (EEQ). Bidders are required to field verify quantities stated in the bid line items with the solicitation information provided and field observations. Should the bidder determine a different quantity other than the stated EEQ they shall select "ADD ALTERNATE" for that line, enter in the **CONTRACTOR VERIFIED QUANTITY** and unit price.
- 6) **IMPORTANT NOTES:**
 - a. When entering dollars do not use the DOLLAR symbol. Enter NUMBERS ONLY – ex: 125486.00
 - b. When entering a percentage do not use the PERCENTAGE symbol. Enter NUMBERS only – ex enter 10.5 for 10 ½%.
 - c. Bidder may go in and revise or retract their response any time prior to the due date and time. This function will appear on the OPTION bar after you submit your initial response. All changes to responses will be log in response history.
 - d. If the bid line item quantity states A PORTION OF WHOLE NUMBER (i.e. 0.50) the bidder shall enter a UNIT PRICE for a WHOLE UNIT and the system will calculate the extended price based on the portion of the number. Example: Quantity states "0.75", Bidder's price is \$100.00 for a whole unit, System will post extended price as \$75.00.



CITY OF PUNTA GORDA – PROCUREMENT DIVISION

INTERNET WEBINAR ATTENDANCE REQUEST PROCUREMENT EVENT

Internet Webinar registration forms must be completed and submitted to the Procurement Office in order to receive an invitation to the Internet Webinar event. Attendees are requested to submit a completed form no later than 2 business days prior to the event.

This form may be completed on your computer and emailed to pgpurch@ci.punta-gorda.fl.us or faxed to 941.575.3340 no later than three (3) business days prior to the scheduled due date and time.

Tab through the fields and enter the correct information.

Solicitation/Bid Number #: _____ Bid Title (Name): _____

Event Type:

☐ Pre-Solicitation Meeting ☐ Evaluation & Selection Committee Meeting ☐ Solicitation Opening

Event Date and Time: _____

Vendor Name: _____

Attendee Name: _____

Email Address: _____

SPECIFIC NOTES RELATED TO THE EVENTS:

PRE-SOLICITATION MEETING – This event requires attendee participation. Please refer to the attached document for attendee instructions for participation.

EVALUATION AND SELECTION COMMITTEE MEETING – This event does not allow attendee participation.

SOLICITATION OPENING: Generally, vendor participation is limited to evaluation and award process following the opening. Procurement staff will provide direction on this procedure. Attendees may choose to have audio set up in the event they would like to ask a question.

Solicitations qualified for Internet Webinar Attendance for openings are Invitations to Bid (ITB), Sealed Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitations to Negotiate (ITN)

Please be advised when opening RFP, RFQ and ITN no pricing is shown. Only who submitted a response is divulged at this time.

**SUBMIT HARDCOPY DOCUMENTS TO:**

City of Punta Gorda
City Clerk's Office
326 W. Marion Avenue

Punta Gorda, FL 33950

City of PUNTA GORDA, Florida

Solicitation Type:
Request for Proposal

INSTRUCTIONS TO BIDDERS

SOLICITATION #R2008125

PROJECT NAME: EOC-DISASTERREC/0809/1

SCOPE: City of Punta Gorda is preparing for future Disasters by entering into a pre-event contract for Debris Management Services and Ancillary Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of City of Punta Gorda to award this contract to one (1) Primary Contractor and one (1) or more Secondary Contractor(s). The Contractor(s) will be responsible for all debris operations listed within this contract. The City reserves the right to activate multiple contractors at the same time dependent upon the severity of the storm and the availability of the contractors.

IMPORTANT NOTICE TO BIDDERS:

Bidders who obtain Solicitation Packages from sources other than the City or download from www.pgorda.com shall officially register receipt of the solicitation with the City's Procurement Division through the eProcurement website at www.pgorda.com and by viewing the eProcurement Bid Request. This will place the Bidder on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Bidder may cause your Submittal Package to be rejected as non-responsive if you have submitted a Submittal Package without acknowledgment of issued addenda or meet the Solicitation Package requirements as provided by the City.

AUTHORIZED CITY CONTACT:

Marian H. Pace, CPPO, CPPB - Procurement Manager
Phone: 941-575-3348 Fax: 941-575-3340
Email: mhowe@ci.punta-gorda.fl.us

DEADLINE FOR INQUIRIES AND CLARIFICATION REQUESTS IS AUGUST 6, 2009.

RELEASE DATE: JULY 16, 2009

DUE DATE AND TIME:

AUGUST 13, 2009 at 3:00 p.m., ET

SUBMITTAL PACKAGES SHALL BE SUBMITTED IN ACCORDANCE WITH THE SUBMITTAL PACKAGE FORMAT REQUIREMENTS STATED IN THIS SOLICITATION DOCUMENT. Submittal Packages may not be withdrawn after the established due date and time. Responses to this solicitation received by the date and time specified will be:

HARD COPY FORMAT SUBMITTAL PACKAGE DOCUMENTS – shall be received and date/time stamped prior to 3:00 pm, on AUGUST 13, 2009. Acceptable hard copy delivery methods for this Solicitation are:



☒ Delivered to the above address, sealed in an envelope or container with the Bidder's name, address, Solicitation number; and Due Date and Time clearly marked on the envelope or container.

☐ Facsimile or Email to the Authorized City Contact.



EPROCUREMENT ONLINE RESPONSES – shall be successfully submitted online at www.pgorda.com with the respective eProcurement Bid Request prior to 3:00 pm on AUGUST 13, 2009.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be:



Publically opened and Submittal Packages (on-line and hardcopy responses) received shall be opened and read aloud in the City Hall Annex, Procurement Conference Room, 126 Harvey St, Punta Gorda, Florida at 3:00 pm ET, **or soon thereafter**. The opening and reading shall be in the presence of the City Clerk and the Procurement Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

SOLICITATION PACKAGE TABLE OF CONTENTS

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N/A	

DOCUMENTS/ATTACHMENTS AVAILABLE ON THE EPROCUREMENT BID REQUEST RELATED TO THIS SOLICITATION PACKAGE	ATTACHMENT #
SOLICITATION DOCUMENT	R2008125D
SCHEDULE OF VALUES	R2008125E1

BIDDER'S CHECKLIST #R2008125/EOC-DISASTERREC/0809/1

This checklist is provided to assist Bidders in submitting a COMPLETE SUBMITTAL PACKAGE to this SOLICITATION DOCUMENT.

The City Procurement Office shall review all Submittal Packages to certify responsiveness and that all material elements of the Solicitation Package have been met by the bidder. The City shall reject all Submittal Packages that have been deemed non-responsive. Materials elements are defined in the Special Conditions section of this Solicitation Document. The Submittal Package requirements and format for submitting is stated in the Submittal Package Format and Requirements section of this Solicitation Document. For your Submittal Package to be accepted **it shall be deemed responsive to all material elements of this Solicitation Package**. All blank spaces must be completely annotated where and when requested.

RESPONSE CHECKLIST – PRIOR TO SUBMITTING YOUR SUBMITTAL PACKAGE PLEASE USE THIS CHECKLIST TO ASSURE COMPLIANCE WITH THE SUBMITTAL PACKAGE FORMAT AND REQUIREMENTS STATED FOR SUBMITTING.

FOR BIDDER'S USE CHECK OFF AS COMPLETED	SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
	Online response to the eProcurement Bid Request; or Bidder's election to meet this submittal requirement in hard copy by completing the eProcurement Bid Request's Invitation Document. All pages of this Invitation Document shall be signed by the Bidder and the document shall be fully executed.	Online Response www.pgorda.com ; Or Hard Copy submittal of an executed INVITATION DOCUMENT	REJECTED
	Bidder Contact and Qualifications Form	Online Response Attachment; or Hard Copy Format	REJECTED
	Bid Surety (Original) - Facsimiles, copies or scanned on-line response attachment are NOT acceptable.	ORIGINAL HARD COPY FORMAL ONLY	REJECTED
	Schedule of Values R2008125E1 – in Excel Format or Hard Copy Format	Online Response Attachment; Electronic Format or Hard Copy Format	REJECTED
	List of Florida Government Agencies	Online Response Attachment; or Hard Copy Format	REJECTED
	Bidder's Qualifications required documentation	Online Response Attachment; or Hard Copy Format	REJECTED

FOR BIDDER'S USE CHECK OFF AS COMPLETED	SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
	Key Staff Qualifications required documentation	Online Response Attachment; or Hard Copy Format	REJECTED
	Participating Subcontractors required documentation	Online Response Attachment; or Hard Copy Format	REJECTED
	Operational Plan for the City required documentation	Online Response Attachment; or Hard Copy Format	REJECTED
	(IF APPLICABLE) Did you review your Online Response and verify all information has been entered correctly?		
	(IF APPLICABLE) Did your review you Online Response to verify all Online Response Attachments are posted?		
	(IF APPLICABLE) Did you verify that your hardcopy for correctness and completeness?		

Check off if Verified	ADDITIONAL REMINDERS AS MAY BE APPLICABLE TO THE BIDDERS TYPE OF RESPONSE.
	Did you review your Online Response and verify all information has been entered correctly?
	Did your review you Online Response to verify all Online Response Attachments are posted?
	Did you verify that your hardcopy for correctness and completeness?

SPECIAL CONDITIONS

SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THIS SOLICITATION PACKAGE SHALL BE REJECTED. The City reserves the right to 1) cancel a solicitation and 2) accept and/or reject any or all Submittal Packages.

1) DEFINITIONS

- ADDENDA** - The Solicitation Package shall include all Addenda issued prior to the established due date and time, which may include, but not be limited to, additional eProcurement Bid Request Attributes and Attachments. All Addenda description will be identified and posted to the eProcurement Bid Request Attribute components and shall be acknowledged by the Bidder by Online Response to the Attributes.
- a) **AGREEMENT** - shall mean the Solicitation Package, Submittal Package, Performance/Payment Bonds, Certificate(s) of Insurance, Corporate Resolution, and all other documentation relating to the resulting Agreement. The Agreement may be in standard form for signatures by both parties or a Purchase Order.
- b) **ATTRIBUTES (EPROCUREMENT SYSTEM)** - is defined as a section of the eProcurement Bid Request, which states Bidder's Instructions and Terms that are in addition to instructions, terms and conditions stated in the Solicitation Document. Bidders are required to provide a response to the Attribute in most instances. Attributes requiring a response for submitting an Online Response to the Bid Request shall be identified with a red asterisk "*" next to the response field. The Attribute will also identify the type of response required. Bidder shall read and understand all Attributes stated and respond as directed. Failure to respond to a required Attribute will result in the Bidder's failure to submit their Online Response. The system will notify the Bidder if their Online Response failed with a message "**There were errors submitting your response**". The system will also identify errors in each specific section of the Online Response in red and the Bidder shall correct errors and re-submit their Online Response. The Attributes shall constitute the Bidder's agreement to comply with the Attributes based on the Bidder's response.
- c) **BID ATTACHMENTS (EPROCUREMENT SYSTEM)** - is defined as those documents, plans, and other electronic format files related to the Solicitation Package and available on the eProcurement Bid Request. These attachments are provided by the City and required for Bidders to view and download to submit a Submittal Package.
- d) **BID MESSAGES (EPROCUREMENT SYSTEM)** - is defined as electronic messages to all invited and participating vendors providing information and/or clarification to the Solicitation Package. In most instances the messages issued will be related to written inquiries from vendors and the City's response to the question. The messages will be delivered to the vendor via email and shall also be posted to the eProcurement Bid Request in the Bid Message section.
- e) **BID LINE ITEMS (EPROCUREMENT SYSTEM)** - is defined as the schedule of Items/services to be purchased and the component of the eProcurement Bid Request for Bidder to propose their pricing and line item specific information.
- f) **BIDDER** - means one that submits a SUBMITTAL PACKAGE to this solicitation directly to City, as distinct from a sub-bidder or sub-offeror, who submits a bid to the Bidder or Offeror. The term "Successful Bidder" means the responsive and responsible Bidder or Offer to whom the City, based on the City's evaluation and determination, makes an award.
- g) **BIDDER DUE DILIGENCE** - is defined as the Bidder's responsibility, prior to submitting a Submittal Package, that they have 1) examined the Solicitation Package thoroughly; 2) considered federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; 3) studied and carefully correlate Bidder's observations with the Solicitation Package. Bidder is responsible for notifying the City's Procurement Division of all conflicts, errors, and discrepancies in the Solicitation information in accordance with the eProcurement Bid Request Attribute ADDENDA - INTERPRETATION OF BIDDING DOCUMENT.
- h) **CITY** - refers to the City of Punta Gorda, a municipal corporation of the State of Florida. Terms used in this Solicitation are defined and have the meanings assigned to them.
- i) **CITY FORMS** - shall be defined as Solicitation Package and shall include, but not be limited to, the eProcurement Bid Request, all City forms provided in the Solicitation Document and Attachments.
- j) **DUE DATE AND TIME** - is defined as the date and time Submittal Packages shall be submitted to the City. Bidders shall submit their complete Submittal Packages to the City, as defined in the Solicitation Package, prior to the established due date and time or their Submittal Package will be considered late and not considered.

- k) **EPROUREMENT BID REQUEST** – The eProcurement Bid Request is Solicitation specific and located on the eProcurement system and is a component of the Solicitation Package. The eProcurement Bid Request contains all information and documents included in the Solicitation Package and the resource for submitting an Online Response to the Solicitation Package. Components of the eProcurement Bid Request are solicitation specific and may include:
- i) Related Solicitation Information including Bid Information, Contact Information – Authorized contact relating to the Solicitation Package, Ship to and Bill to Information.
 - ii) Event Activities (eProcurement) – Scheduled activities and deadlines assigned to the Solicitation Package.
 - iii) Bid Attachments – Documents, plans, and other electronic format files related to the Solicitation Package for Bidders to view and download.
 - iv) Bid Attributes – This section of the Bid Request contains Instructions to Bidders and Solicitation Requirements, which in most instances will require Bidders to respond to the Attribute for submitting an Online Response.
 - v) Bid Messages – Messaging system to provide communication between the City and participating vendors.
 - vi) Event Participation – A list of all vendors invited and those who have registered for the Solicitation Package.
 - vii) Bid Line Items – Schedule of Items/services to be purchased and section for Bidder to propose their pricing and line item specific information.
 - viii) Invitation Document – This specific document is located in a tab option identified as DOCUMENT.
 - ix) Respond Icon – This ICON, when selected, will allow the Bidder to respond to all Online Response components requiring data, upload Bidder's Response Attachments, and respond to Attributes to allow the Bidder to submit an Online Response.
 - x) Online Response Attachments – The Solicitation Package will identify specific Response Documents allowed to be submitted in Electronic Format as an Online Response attachment to Bidder's Online Response. This function allows the Bidder to upload all allowed documents in electronic format to be submitted with their Online Response in lieu of hardcopy response.
 - xi) Submit Icon – This ICON, when selected, will submit the Bidder's Online Response once all data has been entered, Attributes answered and all Bidders' Response Attachment have been uploaded.
- l) **EPROUREMENT SYSTEM** – The City's Internet eProcurement System is identified as and located at www.pgorda.com. The eProcurement System is utilized by the City and the Vendors to: 1) Allow vendors to register and manage their company records; 2) City posts and issues City Solicitation Packages for vendors from inception to award of an Agreement; 3) Allows vendors to submit an Online Response to an eProcurement Bid Request; 4) Allows vendor to view all public record documents related to an eProcurement Bid Request.
- m) **EVENT ACTIVITIES (EPROUREMENT)** – is defined as scheduled activities and deadlines assigned to the Solicitation Package. The activities include intent, participation and non-participation events. The City shall post attendees to participation events within 24 hours after the event has ended.
- n) **HARD COPY FORMAT** – is defined as paper documents in original form or as otherwise specified in the Solicitation Document, Submittal Package Format Requirements.
- o) **INVITATION DOCUMENT (EPROUREMENT)** – is defined as a hard copy alternative to an Online Response and shall be executed manually by the Bidder and submitted as a Hard Copy Response with their Submittal Package as directed in the Solicitation Document, Submittal Package Format Requirements section. This specific document is located in a tab option identified as DOCUMENT. This document contains the following components of the eProcurement Bid Request: 1) Related Solicitation Information; 2) Supplier Information; 2) Supplier Notes; 3) Bid Notes; 4) Event "Bid" Activities; 5) Bid Messages; 6) Bid Attributes; 7) Bid Line Items.
- p) **MATERIAL DEFECT** – are defined as defects in a Bidder's Submittal Package that are material to the Solicitation Package. Material defects include, but are not limited to, 1) Failure to submit all Submittal Package components as identified as a material defect in the Solicitation Submittal Package Format and Requirements section; 2) Failure to comply with the required format for submitting a Submittal Package or any Component of the Submittal Package; 3) Failure to provide requested data relating to a monetary value; or 5) Failure to provide data related to timelines for services or delivery; or 3) Failure to meet minimum qualification or specification requirements.
- q) **ONLINE RESPONSE** – shall be defined as the Bidder responding to an eProcurement Bid Request and shall include Bidder's response to Event Activities, Attributes; Bid Line Items, Online Response Attachments, and Supplier Notes.

- r) **ONLINE RESPONSE ATTACHMENTS** – Is defined as a Submittal Package component. The Solicitation Package, Submittal Package Format and Requirements section, will identify specific documents approved to be submitted as Electronic Response Document Format as an Online Response attachment to Bidder's eProcurement Online Response. The scanned documents may be uploaded to the Bidder's Online Response to the eProcurement Bid Request. The Online Response Attachments are restricted to a maximum size of 8 megabytes. Alternative media for submitting approved Electronic Response Documents is defined in the Solicitation Document, Submittal Package Format and Requirements section.
- s) **RESPONSIBLE BIDDER** – a Bidder who is fully capable to meet all of the requirements of the Solicitation Package and subsequent Agreement. The Bidder shall possess the full capability, including financial and technical, to perform as contractually required. The City reserves the right to reject any Submittal Package by a Bidder who has previously failed to perform properly or to complete on time, previous contracts with the City. Such a rejected Submittal Package shall preclude the bidder from being considered a responsible bidder. The person or company shall not be on the City's current de-barred or suspension list.
- t) **RESPONSE DOCUMENTS** – are defined as all documents required to be submitted by the Bidder in response to the Solicitation Package. Submission may be in Electronic or Hard Copy Format:
- i) **ELECTRONIC RESPONSE DOCUMENT** – is defined as those documents and computer files in various electronic formats such as, but not limited to, Adobe PDF, Microsoft Office Products, jpg, tiff and gif, which shall also include scanned documents in tiff or Adobe PDF. Adobe PDF is preferred electronic response format, unless otherwise directed in the Solicitation Document, Submittal Package Format and Requirements section.
 - ii) **HARD COPY RESPONSE DOCUMENT** – is defined as those documents submitted in hard copy format.
- u) **RESPONSIVE BIDDER** – shall be defined as a Submittal Package submitted by a Bidder that conforms in all material elements to the Solicitation Package and does not contain a material defect.
- v) **SOLICITATION** – means Invitation to Bid, Informal Quote, Formal Quote, Request for Proposal, Request for Qualification, or Invitation to Negotiation.
- w) **SOLICITATION PACKAGE** – shall mean the Solicitation Document, eProcurement Bid Request, attachments, and all on-line information, addenda, and other related information and documents issued pertaining to the solicitation prior to the established due date and time. The Solicitation Package shall be used by the Bidder to prepare their Submittal Package. The Solicitation Package components issued and related to this solicitation are indicated below:
- ☒ **SOLICITATION DOCUMENT** – The Solicitation Document will be identified and attached to the specific solicitation's eProcurement Bid Request Documents and Bid Attachment Section. The Solicitation Document will generally include: 1) Instructions to Bidders in addition to the eProcurement Bid Request Attributes; 2) Special Conditions in addition to the eProcurement Bid Request Attributes; 3) Agreement; 4) Minimum Requirements and Contract Requirements; 4) General Specifications; 5) Technical Specifications; 6) Submittal Package Format Requirements; 7) Evaluation Process; 8) Bidder Contact and Qualifications Forms; and 9) Related City Forms.
 - Bidders are required to view and download the Solicitation Document and related Attachments attached to the eProcurement Bid Request, Bid Attachments section.
 - Bidders shall print and complete the Bidder Contact and Qualifications section and all City Forms provided in the Solicitation Document. Completed documents shall become a part of the Bidder's Submittal Package to the Solicitation Package. Refer to the Submittal Package definition for further direction.
 - ☒ **EPROCUREMENT BID REQUEST** – The City utilizes an Internet based eProcurement System at www.pgorda.com to post Solicitation opportunities and Solicitation Packages. The components of the eProcurement Bid Request include: 1) Bid (Solicitation) information, City Contact, Event Activities, Bid Attachments, Bid Attributes, Bid Messages, Event Participation, Bid Line Items, and the Bidder's Online Response to the submittal package.
 - ☒ **ATTACHMENTS** – The City will identify all Attachments related to the Solicitation Package and will be made available as 1) Attachment to the Solicitation Document; and/or 2) Attachment to the eProcurement Bid Request as a "Bid Attachment"; which may also be located, viewed and downloaded on Bid Request's "Documents" tab.
- x) **SUBMITTAL PACKAGE** – The Submittal Package is defined as a Bidder's submittal to all Solicitation Package Requirements as stated in the Solicitation Document, Submittal Package Format and Requirements section. The Submittal Package requirements shall identify 1) components required for the Bidder to submit; 2) approved format for submission of components; 3) City's determination of time requirements for the submission of components; and 4) City's determination if Bidder fails to comply with Submittal Package requirements. All areas

requiring a response shall be complete by the Bidder, where and when requested, and in the format directed by the Solicitation Package.

2) SOLICITATION DRAWINGS/PLANS

- ☒ Solicitation drawings/plans and or attachments are available on-line at www.pgorda.com. It is the prime Bidder's responsibility to furnish subcontractors with any information and/or copies of the drawing(s)/plan(s) pertinent to the specifications contained herein. No shop drawing modifications to alter the specifications shall be made unless the particular modification is identified and agreed to in writing by the City.

3) PERFORMANCE & PAYMENT BONDS

- ☐ Bonding is NOT applicable to this solicitation.
- ☒ Bonding requirements ARE applicable to this solicitation.
- ☒ Performance and Payment Bonds in the amount of REFER TO AGREEMENT FOR PER EVENT REQUIREMENTS.

ACCEPTABLE FORMS OF SURETIES AND REQUIREMENTS.

- PERFORMANCE AND PAYMENT BONDS in the form of cash, certified checks and cashier checks shall be accepted and held by the City in an interest-bearing account. Interest earned will be retained by the City. Personal or company checks will not be accepted.

A letter of credit issued by a financial institution shall be accepted provided the letter of credit is available for demand at a Florida location. Letters of credit shall contain the following language:

- A) The "Beneficiary" shall be stated as: The City of Punta Gorda, 326 W. Marion Avenue, Punta Gorda, FL 33950
- B) "It is a condition of this letter of credit that it shall be deemed automatically extended with amendment for one (1) year from the date of final acceptance of project by the City of Punta Gorda."

- A bond shall be accepted only if it meets the requirements set forth below in subsections A through C at all times the bond is in effect:

- A) If the bonding entity is a Florida entity, it must provide evidence of the following:
- 1) The entity maintains a rating of A- or better with A.M. Best; and
 - 2) The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - 3) The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- B) If the bonding entity is an out-of-state or out-of-country entity, it must provide evidence of the following:
- 1) The entity maintains a Florida registered agent; and
 - 2) The entity consents to jurisdiction in Charlotte County, Florida in the event of litigation; and
 - 3) The entity maintains a rating of A- or better with A.M. Best; and
 - 4) The entity provides an audited financial statement or a statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - 5) The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- C) If the bonding entity utilizes a co-surety; the co-surety must provide evidence of the following:
- 1) The entity maintains a Florida registered agent; and
 - 2) The entity consents to jurisdiction in Charlotte County, Florida, in the event of litigation; and
 - 3) The entity maintains a rating of A- or better with A.M. Best; and

- 4) The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - 5) The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.
- D) Should the bonding company not meet any of the foregoing requirements under the above provisions, as applicable, at any time the bond is in effect, the applicant shall be required to provide a substitute bond, within thirty days of receipt of notice from the City, from an entity that does meet these requirements.
- The Performance and Payment Bond period shall be:
 - A) CONSTRUCTION PROJECTS – For a period of no less than one(1) year following the City's acceptance of the construction project; or
 - B) TERM CONTRACT – For the entire period of the term contract, inclusive of operation renewal period(s) and extension period(s).
 - SURETY LIMITS. In no event shall the total amount of security provided by any entity exceed Five Million Dollars (\$5,000,000) per applicant. Exceptions to this policy may be granted only by approval of the City.
 - COMMUNICATION REQUIREMENTS

4) COMMUNICATION REQUIREMENTS

- a) The City encourages diversity in all of its practices and will not discriminate against any contractor based on race, gender, ethnic background, religion, etc;
- b) Contractor shall be able to communicate effectively, verbally and in writing, with the City regarding all elements of the contract;
- c) If an outside interpreter is necessary to ensure accurate communications between parties, the contractor shall bear the costs of the service; and
- d) If a City employee provides the interpretation services, the cost for this time shall be deducted from the Contractor's Invoice at a rate of \$20.00 per hour.

The following is the general agreement, inclusive of terms and conditions that most part will be executed between the City and the awarded bidder. A response to this solicitation establishes the Bidder acceptance to comply with the Agreement.

**AGREEMENT
BETWEEN CITY AND CONTRACTOR
SOLICITATION #R2008125/EOC-DISASTERREC/0809/1**

THIS AGREEMENT Is dated as of the _____ day of _____ in the year 2009 by and between:
The City of Punta Gorda
326 West Marlon Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter called **CITY**) and

TBD
Phone

(Hereinafter called **CONTRACTOR**)

The Agreement Documents consist of this executed Agreement, the complete Solicitation Document #R2008125/EOC-DISASTERREC/0809/1 and CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. - WORK

All work to be performed in accordance with the Agreement Documents, Exhibit A (TBD) and shall be completed in a timely and professional manner. The Project for which the Work under the Agreement Documents may be the whole or only a part is generally described as follows:

DISASTER ASSISTANCE RECOVERY

A. The CITY and the CONTRACTOR may negotiate additional services, as they directly relate to the services stated in Article 1. CITY shall present all additions to the Agreement to the appropriate award authority in the form of an Amendment for approval.

B. CONTRACT UTILIZATION PROCEDURES

The CITY is awarding the Disaster Recovery agreement to TBD individual contractors. The CONTRACTOR, for this specific agreement is designated as the PRIMARY or SECONDARY (TBD) contractor.

Pre-Event – The CITY shall contact the PRIMARY CONTRACTOR to determine availability and capability of providing services prior to an event. If the PRIMARY CONTRACTOR is capable to provide the services, as may be required, the CITY will place them on standby at no cost to the CITY. Should the PRIMARY CONTRACTOR be unable to meet any of the requirements, the CITY will contact the secondary contractors to obtain their ability to meet the requirements. The contractor that is deemed by the CITY as most able to perform as required will be awarded the services and placed on standby cost at no cost to the CITY.

ARTICLE 2. - REPRESENTATIVE

Mr. Randy Brodersen, Public Works, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 2. – CONTRACT ADMINISTRATOR

The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management/administration of the Agreement.

ARTICLE 3. – TERM AGREEMENT

A. AGREEMENT TERM: This Agreement shall be for a TWO (2) year period, which shall begin upon the signing of this Agreement by both parties. The CITY retains the right to renew this Initial Agreement under the same terms and conditions upon mutual agreement with the Bidder. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Agreement. Estimated quantities will be used for evaluation comparison purposes only.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. SEPARATE PURCHASE ORDER: CONTRACTOR will receive a separate purchase order as commodities and/or services are required, at prices quoted per the Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – AUTHORIZATION TO MOBILIZE SERVICES

A. The CITY will issue a Notice to Proceed to the Contractor identifying the services to be provided. The mobilization time for services and equipment shall be in accordance with Exhibit B (General Project Information/Requirement – Solicitation Document #R2008035D).

B. Both Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the CONTRACTOR shall neglect, fail or refuse to START the Work within the 72-hours specified, or mobilize in accordance with MOBILIZATION schedule in Exhibit B, or any proper extension thereof granted by the CITY, then the CONTRACTOR hereby agrees, as part consideration for awarding the Agreement, that the CITY reserves the right to assess damages in the event that the CONTRACTOR response is not timely in accordance with the terms of this Agreement and the CONTRACTOR agrees to pay the CITY said sum for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the Agreement for complying with the mobilization timeline stated Exhibit B. The CONTRACTOR and CITY acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

C. Liquidated Damages - CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will sustain a loss in public safety for the Citizens if the Work is not started and/or completed within the times specified in this Agreement plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay City Three Thousand Dollars (\$3,000.00) for each day that expires after a time frame specified in this Agreement.

D. Completion of Work - Upon completion of work and before acceptance of final payment, the CONTRACTOR shall complete Release of Liens forms in accordance with this Agreement, if applicable. The CONTRACTOR is to remove all equipment and temporary structures from all right-of-ways and adjacent property. Any surplus materials or rubbish must be discarded at the CONTRACTOR's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the CONTRACTOR's expense.

ARTICLE 5. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

D. If the CONTRACTOR is in arrears in payment to the City for over thirty (30) days this agreement may be terminated by the City.

E. Repetitive tardiness in payment to the City may result in the termination of this agreement.

F. Any thirty (30) day abandonment of the vending location by the vendor SHALL terminate this agreement.

G. In the event that the vendor does not operate at the specified site for fourteen (14) consecutive days during the winter season, October through April, the contract may be deemed by the City to be terminated.

H. If the City receives complaints about the appearance or operation of a vending cart then, at the City's sole discretion, the agreement may be terminated.

I. CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL. Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONTRACTOR for the work completed up to the time of termination.

ARTICLE 6. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are: FREIGHT PREPAID AND ALLOWED/DESTINATION: PUNTA GORDA, FL AND DMS SITE LOCATED AT THE WASTEWATER TREATMENT PLANT, 30999 BERMONT ROAD, PUNTA GORDA, FL 33982. Agreement prices shall be inclusive of all labor, equipment, transportation, freight, handling, delivery, surcharges, and any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A (TBD).

B. **FIXED PRICE TERM:** CONTRACTOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first year of the initial contract.

C. **PRICE ADJUSTMENTS:**

1. The CITY will allow one (1) price adjustment in the second year of the initial Agreement and one (1) price adjustment in the third year of the initial Agreement. It will be at the CITY's discretion to continue the second and/or the third year of the initial contract. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

2. Price adjustments during the second and third year of the initial Agreement will be allowed, but shall not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date thirty (30) days from the CONTRACT ADMINISTRATOR receipt of request).

3. If any price reductions are announced during the Agreement period, the CITY shall receive benefit of such reductions. This request shall also be in the form of a written notification from the CONTRACTOR and shall become effective thirty (30) days from the date of notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) days from the CONTRACT ADMINISTRATOR's receipt of request).

4. **Equitable Adjustments:** The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just the particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of the Agreement would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

6. **CONTRACT RENEWAL**

- a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

ARTICLE 7. – INVOICING/PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are TBD.

B. **Billing Cycle** – CONTRACTOR shall invoice the CITY on a thirty (30) consecutive calendar day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps shall support all invoices. Ancillary services shall be invoiced in the same manner.

C. **INVOICES** shall bear upon their face the Purchase Order number. Invoices shall be detailed and annotate the services provided, unit prices, extended prices and correlate to and include supporting documentation of services.

D. **PRICE/SALES TAX:** Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

E. The CONTRACTOR shall furnish a notarized Partial Release of Lien from all Lienors for which a "Notice to Owner" has been filed with the City, except for the first progress payment. The Release of Lien shall cover the time period up to and including the previous progress payment. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for any progress payment.

A. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with the Agreement, CITY shall pay the remainder of the AGREEMENT as recommended by the City Representative upon receipt of a notarized final RELEASE OF LIEN form from all Lienors that filed a Notice to Owner to the CITY prior to release of final payment. In addition, the Bidder shall forward the "Consent of Surety Company to Final Payment" form and a completed CONTRACTOR'S AFFIDAVIT TO OWNER prior to the release of final payment.

ARTICLE 8. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it could pursue in the event of CONTRACTOR's default.

B. MERCHANTABILITY WARRANTY. The goods or items furnished shall be of a merchantability quality. They also shall be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.

C. SPECIFICATION WARRANTY. The awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of this solicitation document and this Agreement.

ARTICLE 9. - CHANGE ORDER TO CONTRACT

A. All requests for changes to the resulting Agreement shall be made in writing and is subject to approval by the appropriate level of City authority.

B. The following the Change Order Authority Levels for the CITY.

1. CITY REPRESENTATIVE OR CITY PROJECT MANAGER. If the CITY has named a CITY Representative or Project Manager in this solicitation this authority will be applicable. The CITY representative or project manager has the authority to approve change order request in an amount up to \$750.00 and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the CITY representative or project manager.

2. PROCUREMENT MANAGER. The Procurement Manager may approve change orders in a singular or cumulative amount that does not exceed 10% of the total contract price with a maximum cap of Fifty Thousand Dollars (\$50,000), with the exception of contracts requiring CITY Council's sole approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary change, which are not considered minor, which do not result in a change in the contract amount.

3. CITY MANAGER. The CITY Manager may approve all change orders with the exception of contracts that require solely the CITY Council's approval.

4. CITY COUNCIL The CITY Council shall approve change orders for Exempt contracts that are reserved for CITY Council approval (i.e. Franchises, Inter-local Agreements, Land, Legal, Auditing, Actuarial Services and Medical Director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 9. - BONDS: PERFORMANCE/PAYMENT BOND

Performance and Payment Bonds in the amount of \$500,000.00 per event. Within fifteen (15) days after notification of an emergency by the City's authorized representative, the Contractor shall provide a performance and payment bond in the amount of \$500,000.00. The Contractor shall indicate the cost of the bond on in the bid line item schedule. The Contractor's bond costs will be paid in full by the City in the first payment under the contract after the occurrence of a storm event.

The Performance and Payment Bond period shall be:

A. PROJECTS – For a period of no less than one(1) year following the City's acceptance of the project.

ARTICLE 10. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, shall provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY).
- THE CITY SHALL BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

No CITY Division, Department, Project name or Individual name should appear on the Certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

- REQUIRED COVERAGE:
 - COMPREHENSIVE GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors and products and/or completed operations, broad form property damage and XCU coverage, and a contractual liability endorsement.
 - Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
 - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident.

In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued **thirty (30) days prior** to said expiration date. The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

A. In order to induce City to enter into this Agreement, CONTRACTOR makes the following representations:

1. The Contractor shall furnish each of the subcontractors such copies of the contract documents as may be required for their work.
2. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
3. CONTRACTOR has given REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by REPRESENTATIVE is acceptable to CONTRACTOR.
4. The CONTRACTOR shall be fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of the awarded scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the City for performing unauthorized work.
5. CONTRACTOR shall comply with the following Federal requirement as they apply to:
 - a. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL - The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

- b. **CLEAN AIR AND WATER ACTS** - The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- c. **CONTRACT WORK HOURS AND SAFETY STANDARDS** - The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- d. **COPELAND ANTI-KICKBACK ACT** - The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).
- e. **COPYRIGHTS** - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.
- f. **DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS** - The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
- g. **ENERGY POLICY AND CONSERVATION ACT** - The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- h. **EQUAL EMPLOYMENT OPPORTUNITY** - The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- i. **REPORTING**
 - i. **Reports Submission:** Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.
 - ii. **Reports Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.
- j. **SAFETY COMPLIANCE.** It shall be the CONTRACTOR's sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

6. **Subcontractors.** The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this contract.

7. **Competent Personnel.** CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

8. PATENTS AND COPYRIGHTS - The proposer will agree to hold harmless the City of Palm Bay, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

ARTICLE 12. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY or a Customer.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification or CONTRACTOR's products or a Customer's operation or use of CONTRACTOR's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the CONTRACTOR shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY or Customer giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the City or Customer in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 13. - MISCELLANEOUS

A. **RECORDS RETENTION/AUDIT.** All governmental contracts and agreements are required to be maintained for a period of five (5) years after the expiration of the contract or agreement. Therefore the CONTRACTOR shall be required to retain all records relating to the resulting contracts for the same period of time after expiration this Agreement. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and records retention period.

B. **AUDIT DISALLOWANCES.** If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY shall notify the CONTRACTOR in writing of the disallowance. CITY shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

C. **SUBSTITUTIONS.** In the event the CONTRACTOR, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the contract price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the Bidder is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the Bidder.

D. **Material Safety Data Sheet, MSDS.** In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS), for any and all commodities contained in this solicitation that include a toxic substance as listed on the Florida Substance List. Bidder shall include MSDS's with shipments.

E. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

F. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

G. **ATTORNEYS FEES.** In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

H. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

I. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY, CONTRACTOR and PROCUREMENT OFFICE. All portions of the Agreement Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.

CITY OF PUNTA GORDA

CONTRACTOR:

SIGNATURE:

SIGNATURE:

Print Name

ATTEST:

ATTEST

Address for giving notices:

Address for giving notices:

326 W. Marlon Avenue
Punta Gorda, FL 33950

MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS DEBRIS MANAGEMENT & DISASTER RECOVERY SOLICITATION #R2008125/EOC-DISASTERREC/0809/1

Any comments or variances this section of the Solicitation Document is to be specifically detailed as instructed herein. Failure by the Bidder to specify each variance to this solicitation shall result in the Bidder being required to comply with ALL information and requirements stated. Acceptance of variances shall be at the sole discretion of the City. Variances shall be detailed in the eProcurement Online Response or as an Online Response Attachment.

1) OBJECTIVE

City of Punta Gorda is preparing for future Disasters by entering into a pre-event contract for Debris Management Services and Ancillary Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of City of Punta Gorda to award this contract to one (1) Primary Contractor and one (1) or more Secondary Contractor(s). The Contractor(s) will be responsible for all debris operations listed within this contract. The City reserves the right to activate multiple contractors at the same time dependent upon the severity of the storm and the availability of the contractors.

The term of the Agreement shall be for two (2) years with the option to renew. Should any active individual event extend beyond the expiration date of the Agreement, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted.

The current location for the DMS for this Agreement is located at the Wastewater Treatment Plant, 30999 Bermont Road, Punta Gorda, FL 33982. However, the City reserves the right to amend the DMS sites as deemed necessary.

Services for contract shall include Emergency Debris Road Clearance (Push), Debris Removal (including tree, limb and stump removal in accordance with FEMA Guidelines), Debris Management Site (DMS) Management and Transportation of Debris to disposal site. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this Agreement.

The Contractor(s) shall also be responsible for providing various ancillary services to assist in other areas of emergency response and recovery. Following is a list of ancillary services to be provided:

- Emergency Power Generators
- Temporary Satellite Communications
- Temporary Sanitary Facilities
- Reefer and Refrigerator Container with Ice delivery
- Potable Water Truck and Drinking Water
- Mobile Fleet Repair Facilities, Technicians and Mechanics
- Temporary Signage and Traffic Control
- Canteen, Tents, and furnishings, inclusive of Operation and Staffing
- Demolition of Structures
- Emergency Temporary Dry-In of Facilities
- Temporary Security
- Temporary Lighting
- Emergency Cleaning of Stormwater Catch Basins and Wastewater Appurtenances
- Temporary Fueling Facilities, inclusive of storage and dispensing

- Rental of Various Types of Equipment (I.e. loaders, dump trucks, etc) with operators
- Temporary Fencing

The Contractor(s) may be required to conduct one (1)-day (up to 8-hours) annual planning and training activities with City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary DMS site review, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the City.

The proposal shall outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris. All work will be in general conformity with the guidelines provided in FEMA Manual 325 and all other related FEMA and Federal contracting manuals.

2) MINIMUM QUALIFICATION REQUIREMENTS

- The Bidder (Company) shall have been in DEBRIS MANAGEMENT/DISASTER RECOVERY business for a minimum of three (3) CONSECUTIVE YEARS under their current business name or former business name, if applicable. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.
- The Bidder shall currently be engaged in emergency disaster recovery services on a full time basis, year round.
- Bidders shall demonstrate a minimum of three (3) consecutive year's experience of providing DEBRIS MANAGEMENT/DISASTER RECOVERY business as the **prime contractor** and at least in one (1) event the prime contractor in a jurisdiction of at least 20,000 people. Bidders shall demonstrate meeting this minimum qualification requirement in the reference section of the Response Form. Three (3) consecutive years experience is defined as May 1, 2006 through April 30, 2009. Bidders shall provide ALL requested information in the Contact and Qualifications Form to demonstrate meeting this requirement. Bidder's not demonstrating minimum similar and acceptable experience may be deemed non-responsible. In the event the Bidder has performed work for the City of Punta Gorda, the City's experience shall be considered when evaluating references for determining a responsible Bidder.
- The Bidder (Firm/Company) shall be currently legal to perform services within the State of Florida. Documentation to support meeting this requirement may include a copy of their current Business Tax Receipt for the local government agency for which they reside or document filed with the State of Florida Division of Corporations. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response.

Bidder shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.

3) QUALIFICATION REQUIREMENTS

- Bidder must have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.
- No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by CITY.
- As a part of the evaluation process, CITY may conduct a background investigation including a record check by the PUNTA GORDA Police Department. Bidder's submission constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4) **CONTRACT AWARD REQUIREMENTS**

- a) Should a Bidder not currently hold a City of Punta Gorda Certificate of Competency, Charlotte County Business Tax Receipt, or a City of Punta Gorda Business Tax Receipt, if applicable, the Bidder shall obtain and submit the following within **ten (10) business days** of notice of intent to award:
 - i) Charlotte County Business Tax Receipt
 - ii) City of Punta Gorda Business Tax Receipt if the business is physically located within the city limits and required by the City Clerk's office. Bidder may contact the City Clerk's Office at 941-575-3369 to inquire on requirements for their business **IF PHYSICALLY LOCATED WITHIN THE CITY LIMITS.**
- b) Bidder shall be required to submit the following within ten (10) business days of receiving a notice to Award:
 - i) Certificate of Insurance for Bidder and all subcontractors.
- c) Failure to submit contract award requirements shall cause the Bidder to forfeit their surety/bid bond, if a surety/bid bond is a requirement of this solicitation.

2) **GENERAL REQUIREMENTS**

- a) The Bidder shall disclose current and future debris management contractual obligations within the state of Florida throughout the term of the Agreement and provide reasonable assurance that such obligations will not preclude the Bidder from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within thirty (30) days of entering into said contractual obligation.
- b) The Bidder shall not accept, solicit, or contract any local work with other governments, private businesses, homeowners, or others while actively performing debris management services for the City during an emergency event, without the express written consent from the City.
- c) The Bidder agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. The Bidder shall supply the City, on a yearly basis, a list of local individuals and firms under contract.
- d) All payments under the Agreement resulting from the RFP shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.
- e) The City seeks a company to specifically provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: Hurricane, tornado or other wind driven severe weather disaster or emergency.
- f) The City will contract for the provision of ancillary services, which may include, personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Bidder. The Bidder must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.
- g) The Bidder shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Bidder will also be responsible for providing temporary office space for conducting its Work responsibilities for this project.

3) **AGREEMENT DEFINITIONS:**

- a) Contractor – The term Contractor is used in the scope for defining services. The Contractor is the same as the Bidder.
- b) Eligible Debris – Debris which is determined to eliminate immediate threats to life, public health and safety; that which has been determined to eliminate immediate threats of significant damage to improved public or private

property; and that which is considered essential to ensure economic recovery of the affected community to the benefit of the community at large.

- c) FEMA – Federal Emergency Management Agency
- d) RFP – Request for Proposal
- e) DMS – Debris Management Site
- f) Clean Vegetative Debris – Clean, woody debris and other organic materials that can be chipped and mulched. Clean vegetative debris is free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc
- g) Mixed Debris - Mixture of various types of debris including, but not limited to, construction and demolition debris, vegetative, white goods, metals, household generated waste, household hazardous waste, abandoned vehicles, tires, etc. Vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.
- h) Construction and Demolition (C&D) Debris - Debris generated by building materials, such as fencing, roofing, lumber, drywall, carpeting, plastic, glass, etc. Generally anything other than vegetative, household generated and hazardous wastes debris.
- i) White Goods Debris - Household and industrial appliances, such as refrigerators, stoves, dishwashers, etc.
- j) Hazardous Waste - Includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- k) Stumps - Tree stumps located within the ROW, which the root ball is one-half or more exposed but still attached to the ground by roots. Tree stumps with base cut diameter measurements less than 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and removed with the same methods used for other vegetative debris. Tree stumps larger than 24 inches in diameter and still attached to the ground will be removed and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract. Any questionable stumps shall be referred to the City for determination of its disposition.
- l) Hand Loading - Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

4) SCOPE OF WORK - GENERAL

- a) The City is requesting proposals from qualified and experienced Contractors to assist the City with debris removal and recovery operations after a wind driven disaster or other emergency/disaster events. Duties shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA, City Monitoring Sub consultant and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee.
- b) The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality of workmanship will be acceptable. Services, equipment and/or workmanship not conforming to the intent of the awarded Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

- c) Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services. All services shall be provided in an appropriate approved area where stormwater laden pollutants will remain on site and not be transported to a state water body or stream leading to one.
- d) The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.
- e) No guarantee is expressed or implied as the volume of services, if any, that shall be procured under this Request for Proposal by the City of Punta Gorda.
- f) Documentation Management and Support activities include, but are not limited to:
 - i) Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
 - ii) Working closely with County and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
 - iii) Providing lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.
- g) Additional support may include providing technical expertise, guidance and participation in the following areas:
 - i) Damage assessment to include plan development, procedure development, staff training and staff augmentation;
 - ii) Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
 - iii) Develop debris plan to include staff training;
 - iv) Provide technical support and assistance in developing and dispersing public information.
- h) MOBILIZATION:
 - i) Initial communication. The Contractor is responsible to contact the City's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to an emergency event.
 - ii) The Contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center. In the event the Contractor is unable to reach the City's representative they shall report immediately to the designated City Emergency Operations Center.
 - iii) Initial on-site response shall be deemed as having a Contractor's representative physically present at the Punta Gorda Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Task Order within twelve (12) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause (see page 33) shall be imposed.
 - iv) Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City:

- (1) The City will release the equipment to the Contractor for deployment outside of the City of Punta Gorda. This process shall be in writing with the City's Representative signature authorizing the release of the equipment.
 - (2) In the event the equipment cannot be redirected, the City shall compensate the Contractor based on a daily rate schedule or pro-rated fee based on the rate schedule.
- v) The Contractor shall be responsible for placing all Immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.
- vi) The Contractor shall coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:
- (1) Verification of primary transportation routes, which require clearing;
 - (2) Debris removal strategy (i.e. landfill disposal site, DMS site, if required additional mileage to disposal site, etc);
 - (3) Placement of emergency power at all traffic signals, if required;
 - (4) Placement of Immediate need sanitary units;
 - (5) Placement of Immediate need reefer and refrigerator containers and ice supply;
 - (6) Placement of a water trucks with potable water and emergency bottled water; and
 - (7) Placement and operation of a temporary fleet maintenance facility.
- vii) The Contractor shall all be capable of deploying all resources for the following Immediate need services within twelve (12) hours of issuance of Notice to Proceed. Should the services or delivery not be fully underway or delivered within twenty-four (24) hours of the event, the liquidated damages clause as stated in the Agreement may be imposed:
- (1) Equipment for clearing transportation routes;
 - (2) Equipment and materials to provide emergency power at facilities deemed essential by the City;
 - (3) Portable sanitary units;
 - (4) Reefer and refrigerator containers with ice delivery;
 - (5) Potable water trucks and emergency bottled water;
 - (6) Temporary fleet maintenance facility;
 - (7) Traffic control and signage; and
 - (8) Canteen to include staffing and operation.
- viii) The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.
- ix) The City shall direct the Contractor on the specific equipment to be delivered, set up and made ready for use.
- i) No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

- j) The Contractor will appoint one of their employees as the key contact for approval by the City's Representative.
- k) The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during ALL operations.
- l) The Contractor shall advertise (business card size ad) for local subcontractors ANNUALLY in a local newspaper approved by the City.
- m) The Contractor shall prepare and present a written plan of operations at an annual meeting with the City in May.
- n) The Contractor shall provide a safe working environment for its employees and subcontractors.
- o) The Contractor shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against the Contractor or its subcontractors while conducting work within the scope of this contract. The Contractor shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of federal, state or local laws or regulations.

5) SCOPE OF WORK/REQUIREMENTS - EMERGENCY DEBRIS ROAD CLEARANCE

- a) The Contractor shall mobilize management staff and equipment to the City within 12 hours following notification of need.
- b) The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy-two (72) (plus or minus) hours after an Event and the Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.
- c) Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish services. This task of the scope of service shall be completed within the first twenty-four(+/-) hours after mobilization in accordance with 7(h) above.
- d) Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.
- e) City will compensate the Contractor based on the Equipment/Labor Rate Schedule – Category B.

6) SCOPE OF WORK/REQUIREMENTS – DEBRIS MANAGEMENT

- a) The Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated DMS from City of Punta Gorda public rights-of-way; and, shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.
- b) The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within 72 hours following the day of the disaster. Debris Removal work within the city will be prioritized by the City.
- c) The Contractor shall be responsible for obtaining, maintaining and complying with all required federal, state, and local permits for providing services.
- d) All work shall be in compliance with all local, state and federal laws and rules, including FDEP Environmental rules.
- e) Debris management services shall be defined as:
 - i) Debris removal from City of Punta Gorda public rights-of-way and transportation to the DMS or directly to disposal facility
 - ii) Quantifying and proper documentation of all debris

- iii) Separation of FHWA eligible road debris from other debris, including quantifying and proper documentation
 - iv) DMS site management
 - v) Reduction of vegetative, C&D, and mixed debris
 - vi) Removal of freon in white goods
 - vii) Removal of dead animal carcasses
 - viii) Loading, transporting and disposal of reduced debris at designated disposal sites
- f) City will compensate the Contractor based on the Rate Schedules – Category A. Disposal costs (Landfill Tipping Fees) shall be paid by the City to the disposal facility. However, the Contractor shall be responsible for accounting for, processing and submitting all landfill weigh tickets for payment by the City.
- g) The Contractor will not be compensated for disposing of any material **NOT** defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review.
- h) Load tickets improperly completed by the Contractor and submitted to the City will be rejected and payment for the rejected tickets will be forfeited.
- i) **ELIGIBLE DEBRIS**
- i) The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.
- *"Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA". Eligible debris as defined in FEMA Index 325.
- ii) The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public rights-of-way within City limits and City facilities, as may be directed by the City. Services will only be performed when requested and as designated by the City.
 - iii) The debris is defined as four (4) types:
 - (1) Construction & Demolition (C & D)
 - (2) Mixed Debris
 - (3) Vegetative Debris
 - (4) White Goods
 - iv) The City and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

*Passes/Sweeps means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

- v) The City anticipates the tentative location of the DMS to be the Wastewater Treatment Plant, which is located on Bermont Road (CR74) in Punta Gorda. The City is in the process of seeking additional locations for the DMS.
- vi) HAND LOADING - The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $\{(40\text{CY}/2) * 100\%\}$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $\{[40 \text{ CY}/2] * 50\%\}$. The maximum amount recorded for a hand loaded vehicle will be 50% of its measured capacity.

j) EQUIPMENT

- i) The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this Agreement.
- ii) Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).
- iii) All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations and shall meet all local FDOT requirements.
- iv) Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
- v) Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City and shall be subject to examination/inspection by the City throughout the project.
- vi) Damaged sideboards must be repaired prior to arriving at the dumpsite or the load will be rejected by the City and payment will not be made to the Contractor for the rejected load.
- vii) All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted.
- viii) The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to refuse equipment that is deemed, by the City, to be unsafe or inadequate.
- ix) All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this Agreement.
- x) Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will

be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.

- xi) Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.
- xii) Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractor's name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this Agreement.
- xiii) Equipment used under this Agreement shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the City.
- xiv) Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City.
- xv) Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
- xvi) Trucks or equipment that are designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Agreement. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Agreement.

k) TREES, TREE STUMP AND TREE LIMB REMOVAL

- i) The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the City.
- ii) All stump work performed shall be in accordance with FEMA DAP 9523.11 Hazardous Stumps Removal Policy.
- iii) The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the City, to the DMS for reduction and disposal.
- iv) The City will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing before removal and documenting tree location on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as address if one is available.
- v) The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.
- vi) As directed by the City, the Contractor shall cut and remove hanging or broken limbs.
- vii) Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the DMS for processing.
- viii) The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.
- ix) The City will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
- x) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

I) DEAD ANIMAL CARCASSES

The Contractor shall collect, transport and dispose of dead animal carcasses including, but not limited, to dead livestock, poultry and large animals, in any permissible manner consistent with federal, state and local laws and regulations.

m) HAZARDOUS WASTE SPILLS – If applicable

- I) The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City.
- II) Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
- III) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - (1) Description of the material spilled (including identity, quantity, manifest number, etc.).
 - (2) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
 - (3) Exact time and location of spill, including description of the area involved.
 - (4) Receiving stream or waters.
 - (5) Cause of incident and equipment and personnel involved.
 - (6) Injuries or property damage.
 - (7) Duration of discharge.
 - (8) Containment procedures initiated.
 - (9) Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City, which shall include but not be limited to Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

n) RIGHT-OF-ENTRY DEBRIS MANAGEMENT (If implemented by the City)

- I) The Contractor shall additionally hold the Federal Government harmless from any and all liability for these services. All procedures relating to this service shall be in accordance with the Debris Management program should the City elect to implement.
- II) The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages will not occur as a result of properly conducted services.
- III) The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

o) WHITE GOODS

- I) All procedures relating to this service shall be in accordance with the Debris Management program.
- II) The Contractor shall be responsible for the removal of freon from all white goods and processing of freon in a legal manner.

p) LOAD TICKETS

- i) A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Contractor shall submit an example load ticket with their response.
- ii) At a minimum each ticket will contain the following information:
 - (1) The City of Punta Gorda Debris Load Ticket (as a title)
 - (2) Contractor Name
 - (3) Ticket Number
 - (4) Load Site Location
 - (5) Date
 - (6) Load Site Zone
 - (7) Truck (Container) Number
 - (8) Capacity (Container)
 - (9) Total Debris Volume (Quantity)
 - (10) Dump Site Name (Location)
 - (11) Debris Classification (Vegetation, C&D, Mixed, Other)
 - (12) Comment Section
 - (13) Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)
- iii) A City Load Site Monitor or the City's subconsultant will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five copies to the City Disposal Site Monitor at the dumpsite, the City will validate, retain one copy and give one copy to the driver, and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor).
- iv) The Debris Removal Contractor will not be permitted to unload the debris at a disposal site without an approved Load Ticket that was supplied by their assigned monitor.
- v) The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City.
- vi) The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DMS. The DMS Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.
- vii) A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.
- viii) The Contractor shall keep a daily updated log, in each DMS site inspection tower, of all loads received, including the total volume of debris in each load.
- ix) The Contractor shall provide a copy of all daily log sheets at the end of each business day.
- q) **TRAFFIC CONTROL**
 - i) The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
 - ii) The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

- III) The Contractor must be qualified and provide the City with copies of certifications to conduct traffic control operations on roads.
- IV) The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

r) **DUMPSITES**

- I) The Contractor shall use only debris dumpsites designated by the City, unless otherwise approved by the City. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and demolition. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.
 - (1) There may be instances when the City will assign the removal of the reduced vegetative debris to a legal and permitted recycling site.
- II) The dumpsite operator will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- III) The City makes no representations regarding the turn-around time at the dumpsites.

7) SCOPE OF WORK – VARIOUS ANCILLARY SERVICES

a) **EMERGENCY POWER GENERATORS**

- I) Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install/set up emergency power to essential facilities as identified and directed by the City. This task of the service shall be completed in accordance 6.8 above. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.
- II) Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.
- III) The Contractor shall be responsible for fueling the provided generators and City owned generators on a daily basis or as identified by and directed by the City. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- IV) The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- V) In some instances, the Contractor shall be required to be on-call 24 hours for repairs to essential generators.
- VI) City will compensate the Contractor based on the Rate Schedule – Category C. Labor and equipment for fueling shall be based on the Equipment/Labor Rate Schedule – Category B.

b) **TEMPORARY SATELLITE COMMUNICATION**

- I) The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. This task of the scope of service shall be completed in accordance with 6.8 above.
- II) City will compensate the Contractor based on the Rate Schedule – Category D.

c) **TEMPORARY SANITARY FACILITIES**

- i) The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The Contractor shall also obtain a legal subcontractor to service units as may be needed. This task of the service shall be completed in accordance with 6.8 above.
 - (1) Portable toilet units;
 - (2) Portable hand washing systems; and
 - (3) Portable shower units
 - ii) The units provided by the Contractor will be on a temporary basis until the City's contracted vendor can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor's temporary units.
 - iii) Waste products must be disposal at a legally operated disposal facility.
 - iv) City will compensate the Contractor based the rate schedule – Category E.
- d) REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY
- i) The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged cube ice made from potable water and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the City. This task of the scope of service shall be completed in accordance with 6.8 above.
 - ii) The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.
 - iii) The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
 - iv) Upon depletion of the Initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.
 - v) City will compensate the Contractor based the rate schedule – Category F. Labor and equipment for fueling shall be based on the Equipment/Labor Rate Schedule – Category B.
- e) POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER
- i) The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City. This task of the scope of service shall be completed in accordance with 6.8 above.
 - ii) The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
 - iii) In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
 - iv) The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces.

Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.

- v) City will compensate the Contractor based on the Rate Schedule - Category G and Category B for refueling labor /equipment services, if applicable.

f) MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS

- i) As directed by the City, the Contractor shall provide all mechanics/technicians, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed. If required, this task of the scope of service shall be completed in accordance with 6.8 above.

- ii) City will compensate the Contractor based on the Rate Schedule - Category H.

g) TRAFFIC CONTROL AND SIGNAGE

- i) As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. If required, this task of the scope of service shall be completed in accordance with 6.8 above. The following indicates the type of items to be provided and estimated quantities:

- (1) 200 each – Safety Code Type II Barricades with flashing lights (rental)
- (2) 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands (rental)
- (3) 100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs (rental)
- (4) 100 each – A-Frame stands for 36" signs (rental)

- ii) All equipment and materials proposed shall be in accordance with FDOT regulations.

- iii) The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.

- iv) City will compensate the Contractor based on the Rate Schedule – Category I.

h) CANTEEN

- i) As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding City employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with 6.8 above.

- ii) City will compensate the Contractor for equipment, materials and labor in accordance with the rate schedule.

- iii) City will compensate the Contractor based on the Rate Schedule – Category J and Category B for canteen staffing labor.

i) DEMOLITION OF STRUCTURES, DEBRIS REMOVAL FROM PRIVATE PROPERTY (RIGHT-OF-ENTRY PROGRAM) AND PUBLICLY OWNED PROPERTY (OTHER THAN RIGHTS-OF-WAY)

- i) Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as reference above, the Contractor as identified by and directed by the City, will accomplish the demolition of structures. The work order will normally require the demolition debris to remain in place; however the City may direct the Contractor to remove and relocate the debris to the public rights-of-way for processing through the debris management program. This service shall commence upon receipt by Contractor from the City the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order and the physical marking of each structure

by the City. The services requested through a work order if the City feels that it is in the best interest of the health and safety of its citizens to provide this service.

- ii) The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City.
 - iii) Contractor shall be licensed in the state of Florida for performing the services.
 - iv) As directed by the City, the Contractor shall demolish unsafe privately owned structures, which have been determined by the City to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal begins, nor does Contractor warrant utility damages will not occur as a result of properly conducted services.
 - (1) The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.
 - v) As directed by the City, the Contractor shall demolish City owned structures, load and transport debris to a legal landfill.
 - vi) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
 - vii) City will compensate the Contractor based on the Rate Schedule, Category L.
- j) EMERGENCY TEMPORARY DRY-IN OF CITY FACILITIES
- i) As directed by the City, the City will compensate the Contractor for equipment, materials and labor in accordance with the rate schedule.
 - ii) Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.
 - iii) The Contractor shall be licensed in the state of Florida for performing the services.
 - iv) The basic scope for the evident services are as follows:
 - (1) Roofing
 - (a) Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
 - (b) Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated DMS site.
 - (c) Dry-In and secure a temporary roofing system, as approved by the City.
 - (2) Overhead Doors
 - (a) Remove existing overhead door.
 - (b) Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated DMS site.
 - (c) Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
 - (3) Windows
 - (a) Remove unsafe glass and materials from window opening.
 - (b) Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated DMS site.
 - (c) Contractor may secure the opening utilizing plywood and securely affixing to structure.

- v) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- vi) City will compensate the Contractor based on the Rate Schedule – Category M and Category B for labor and equipment.

k) TEMPORARY SECURITY PERSONNEL

- i) As directed by the City, the Contractor shall provide all labor, equipment, transportation and other Incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.
- ii) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- iii) City will compensate the Contractor based on Rate Schedule – Category B.

I) TEMPORARY LIGHTING

- i) As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.
- ii) The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.
- iii) The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- iv) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- v) City will compensate the Contractor in accordance with the Rate Schedule – Category K.

m) EMERGENCY CLEANING OF STORMWATER CATCH BASINS

- i) As directed by the City, the Contractor shall provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of stormwater catch basins. Service shall include the disposal of the water at Public Works facility or the Wastewater Treatment Plant.
- ii) Debris collected from storm water appurtenances shall be hauled to a legal disposal facility and not the DMS.
- iii) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- iv) City will compensate the Contractor in accordance with the Rate Schedule – Category B.

n) TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

- i) As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
 - (1) The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.
 - (2) The equipment shall have the capability of dispensing unleaded and on road diesel. The units shall be double contained.
 - (3) The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.
- ii) Fire Suppression Support: In the event of water system failure in the jurisdiction, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the jurisdiction. The City will direct the contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service. The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.
- iii) Equipment provided shall meet all local, state and federal fire regulations.
- iv) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- v) City will compensate the Contractor in accordance with the Rate Schedule – Category B.

o) RENTAL OF VARIOUS EQUIPMENT WITH OPERATORS

- I) As directed by the City, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.
- II) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- III) City will compensate the Contractor in accordance with the Rate Schedule – Category B.

p) TEMPORARY FENCING

- I) As directed by the City, Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.
- II) If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- III) City will compensate the Contractor based on the Rate Schedule – Category M and Category B for labor and equipment.

8) GENERAL REQUIREMENTS

a) REPORTING

The Contractor shall submit a report to The City by close of business each day for the term of the Agreement. Each report shall contain, at a minimum, the following information:

- I) Contractor's Name
 - II) Report Date
 - III) Location of completed work
 - IV) Location of work for next day
 - V) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
 - VI) List of roads that were cleared (Emergency Clearance)
 - VII) Number of Crews (including number of trucks and loading equipment)
 - VIII) Daily and cumulative totals of debris removed, by category
 - IX) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
 - X) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
 - XI) Number of hazardous trees and hanging limbs removed.
 - XII) Problems encountered or anticipated
- b) It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the Contractor to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons

whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

c) SUBCONTRACTORS

- i) The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.
- ii) Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- iii) The City may, at its discretion, limit the number of subcontract firms workers under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
- iv) The Contractor will provide information as to what percentage of work described herein will be subcontracted.

d) STAFFING REQUIREMENTS – Contractor

- i) The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the resulting Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- ii) All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- iii) The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

e) STAFFING REQUIREMENTS – CITY

- i) The City reserves the right to immediately remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: Contractor staff; sub-contractor staff.
- ii) The City will provide a Storm Debris Removal Project Coordinator (Defined as City Representative in the Agreement) to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris removal operation, and assure FEMA and contract compliance.

f) MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

g) PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

h) LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or mobilize in accordance with section 6.8, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for complying with the mobilization timeline stated in 6.8. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

i) MOST FAVORABLE PRICING

By submitting a response to this RFP, the Contractor guarantees the City of Punta Gorda that the prices reflected in this proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

j) ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

k) OTHER CONSIDERATIONS

- i) The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Agreement.
- ii) The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the City.
- iii) The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
- iv) The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this Agreement.
- v) The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.
- vi) There shall be no overnight parking or camping on public property without the approval of the City.
- vii) The Contractor is encouraged to employ experienced and qualified **local** sub-contractors.
- viii) The Contractor is responsible for costs associated with damages and repairs to private and public property that were caused by their operations. Strict adherence to these specifications is required.

l) OTHER CONTRACTS

- i) Other contracts may be issued for the purpose of removing disaster related debris within the City.
- ii) The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

m) NON-EXCLUSIVE

The awarded Agreement shall not be considered exclusive and the City retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the Agreement term to render services to assist the City with special needs and events for other than full-scale disasters.

**SUBMITTAL PACKAGE FORMAT & REQUIREMENTS
DEBIS MANAGMENT & DISASTER RECOVERY
SOLICITATION #R2008125/EOC-DISASTERREC/0809/1**

1) PURPOSE

The purpose of this section of the Solicitation Document is to identify the requirements for Bidders to submit a complete Submittal Package and shall cover:

- a) Submittal Format allowed for Submittal Packages.
- b) City determination if submittal components are deemed a material element to the Bidder's Submittal Package, which if omitted or submitted incorrectly in the Bidder's Submittal Package is not considered a material defect and thereby may be waived by the City. Components deemed by the City to be material elements and are found to have a material defect in the Bidder's Submittal Packages shall result in the **REJECTION** of the Bidder's Submittal Package in its entirety and will not be considered for evaluation.

2) FORMAT REQUIREMENTS FOR SUBMITTAL PACKAGES

- a) The types of submittal formats and Solicitation Package components referred to in this section are defined in this Solicitation Documents, Special Conditions, and Definitions section.
- b) **ONLINE RESPONSE TO EPROCUREMENT BID REQUEST** – Bidders shall read all components of the eProcurement Bid Request at www.pgorda.com. Bidders shall submit an Online response to all components of the eProcurement Bid Request as follows:

- i) **Online Response Submittal** – Bidder shall answer all Attributes, respond to the Bid Line Item section, attach allowed electronic response document to the eProcurement Bid Request.

- (1) In lieu of processing an Online Response to the Bid Request and at the Bidder's discretion, the Bidder may print the **Invitation Document** from the eProcurement Bid Request and fully execute the hard copy document in its entirety and include in their Submittal Package in hard copy format. The Bidder shall also INITIAL each page of the **Invitation Document**.

- (a) Bidder Information section shall be executed in its entirety and signed; and

- (b) All Attributes shall be responded to as directed; and

- (c) Unit prices shall be stated within the Line Item bid schedule. Unit prices shall prevail in the event of an error in the extension of a price.

- (d) Bidders shall note printing the screen of the eProcurement Bid Request and submitting in hard copy format shall not satisfy this requirement.

- (e) The Invitation Document shall be submitted in accordance with approved delivery method(s) stated on page 1 of this Solicitation Document.

- (2) Required **Submittal Package Attachments** may be either:

- (a) APPROVED ELECTRONIC RESPONSE DOCUMENTS may be submitted electronic format and as directed in the Solicitation Document and either:

- (i) Attached as an Online Response Attachment to the Bidder's Online Response to the eProcurement Bid Request; or

- (II) If the Individual electronic document exceeds 8mb, the Bidder may submit the electronic response documents on a compact disc, flash drive or other portable electronic media storage device. The storage device will NOT be returned to the Bidder. No other electronic format will be accepted.
 - 1. The electronic media storage device shall be submitted in accordance with approved delivery methods stated on page 1 of this Solicitation Document.
- (b) **HARD COPY FORMAT** - Submit with the Bidder's Submittal Package shall be submitted in accordance with approved delivery methods stated on page 1 of this Solicitation Document.
- (3) Unit prices shall be stated within the Online Line Item bid schedule. Unit prices shall prevail in the event of an error in the Bidder's prices submitted in their Online Response. Bidders are **strongly encouraged to view their response online** after submitting to **verify the extension of all unit prices proposed**.
- (4) Completed Online Responses shall be submitted by the Bidder on the City's eProcurement system prior to the established due date and time. Failure to submit a Submittal Package online prior to the due date and time shall result in the eProcurement System refusing to accept the Bidder's request to submit and the status of the online response will be "unsubmitted" and their Submittal Package will be deemed nonresponsive and rejected by the City.
- c) **HARD COPY FORMAT** - The Bidder shall have the right to submit their complete Submittal Package, or portions of their Submittal Package, in Hard Copy Format in accordance with the Solicitation Document, Submittal Package Format and Requirements section.
 - i) **HARD COPY** documents submitted in the Submittal Package shall be thoroughly completed in ink or typewritten and shall include a manual signature and identify the Company name.
 - ii) All bid bonds or certified checks submitted as bid surety shall be in original format fully executed. Failure to submit an **ORIGINAL** bid bond/certified check prior to the established due date and time or submission of scanned bid bonds/checks, copies or faxed bid bonds/checks shall deem the Bidder nonresponsive and shall be rejected.
 - iii) In the event of any errors in the Submittal Package, which have been corrected in the preparation of your submittal, such errors must be initialed and dated by the official/representative signing the Submittal Package. Lack of such validation shall be just cause for rejection of responses where it is not clear when or how the correction was made.
 - iv) Unit prices shall be stated within the Line Item bid schedule. Unit prices shall prevail in the event of an error in the extension of a price.
 - v) The approved delivery method for hard copy Submittal Packages shall be submitted in accordance with approved delivery methods stated on page 1 of this Solicitation Document.
- d) **SUBMITTAL DATA** - Bidders shall furnish complete and detailed Bid Data in support of their submittal and as required within the solicitation. Responses furnished without data, or incomplete submissions may be rejected at the discretion of the City. Exceptions to the Solicitation Package and or requirements, if any, shall be noted in complete detail.
- e) **VARIANCES/EXCEPTIONS** - Any comments or variances to the Solicitation Package are to be specifically detailed as instructed herein. Failure by the Bidder to specify each variance or exception to this Solicitation Package shall result in the Bidder being required to comply with ALL Solicitation Package requirements. Consideration and acceptance of variances shall be at the sole discretion of the City. Variances shall be detailed with the Response Form, Line Item, Supplier Note to Buyer, and/or as a Response Attachment.

3) SUBMITTAL PACKAGE REQUIREMENTS

- a) The below Submittal Package Requirements table will advise Bidders the requirements for submitting a COMPLETE and RESPONSIVE Submittal Package. Bidders shall contact the authorize city contact staff member IN WRITING (hard copy, email, or fax) should they have any questions or request clarification on any requirements stated below.
- i) Required to be Submitted – Submittal Package Components **required to be submitted** are identified in the table below. All Response Documents (Electronic or Hardcopy) in the Submittal Package shall be submitted in the order stated in the below table to provide a guideline for those evaluating the Submittal Package. Failure to provide the required information in the below order will affect the evaluation of the response, and may be grounds for disqualification.
- (1) Submittal Package Component Required to be Submitted – Identifies the components required to be submitted with the Submittal Package in the 1st column of the table.
- (2) Approved Submittal Format for Submittal Package Component – Identifies if the component is to be submitted as an Electronic Response Document, Online Response and/or Hard Copy Format in the 3rd column of the table.
- (3) Result of Bidder's omitting or submitting incorrect/incomplete responses **PRIOR TO THE ESTABLISHED DUE DATE AND TIME AS STATED IN THE SOLICITATION PACKAGE**. The City's determination if omissions and/or incorrect/incomplete response submitted in the Bidder's Submittal Package shall be identified in the 4th column of the table as follows:
- (a) **REJECTED** – This is a defect that is a materially element to the required Submittal Package.
- (b) **NOT MATERIAL** – This is a defect that is NOT a material element to the required Submittal Package. Should a submittal component be omitted, submitted incorrectly or found to be incomplete the Bidder shall cure the defect as requested by the City's Procurement Division. City determination if components are deemed a material element to the Bidder's Submittal Package

SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
Online response to the eProcurement Bid Request; or Bidder's election to meet this submittal requirement in hard copy by completing the eProcurement Bid Request's Invitation Document. All pages of this Invitation Document shall be signed by the Bidder and the document shall be fully executed.	Online Response www.pgorda.com ; Or Hard Copy submittal of an executed INVITATION DOCUMENT	REJECTED
BIDDER CONTACT AND QUALIFICATIONS FORM Bidder shall identify on this form documentation for meeting the minimum qualifications requirements: 1) Bidder shall demonstrate a minimum of three (3) consecutive year's experience of providing DEBRIS MANAGEMENT/DISASTER RECOVERY business as the prime contractor and at least in one (1) event the prime contractor in a jurisdiction of at least 20,000 people. Bidders shall demonstrate meeting this minimum	Electronic Response Format; or Hard Copy Format	REJECTED

SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
qualification requirement in the reference section of the Response Form. Three (3) consecutive years experience is defined as May 1, 2006 through April 30, 2009.		
Qualifications Statement	Electronic Response Format; or Hard Copy Format	REJECTED
Bid Surety (Original) - Facsimiles, copies or scanned on-line response attachment are NOT acceptable.	ORIGINAL HARD COPY FORMAL ONLY	REJECTED
Substitute W-9	Electronic Response Format; or Hard Copy Format	NOT MATERIAL
Local Office Affidavit	Electronic Response Format; or Hard Copy Format	REJECTED
Declaration of Debarment	Electronic Response Format; or Hard Copy Format	NOT MATERIAL
Certificate of Nonsegregated Facilities	Electronic Response Format; or Hard Copy Format	NOT MATERIAL
Schedule of Values – Solicitation Package Attachment #R2008125E1 Proposed Unit Prices: Bidders shall complete the Schedule of Values in Attachment #R2008125E1. This is a Microsoft Excel spreadsheet. Bidder shall complete the schedule by entering their proposed prices, percentages, etc. in the BLUE & YELLOW shaded areas. When the Bidder has completed the spreadsheet in its entirety they shall: 1) Upload the spreadsheet to on-line solicitation R2008125 as an ON-LINE RESPONSE ATTACHMENT. 2) Bidder shall transfer the CATEGORY totals to the respective Bid Line Item. The City has provided evaluation scenarios in the Proposal Schedule. The spreadsheet contains calculations in the scenarios that will use the relative line item in the Proposal schedule to automatically calculate the totals for the scenarios. The scenario total will be utilized in determining the Bidder's score for this criterion. Procurement will verify each unit price stated in the scenarios to assure the correct proposed prices were posted. Procurement will correct the unit price in the event an incorrect unit price was posted.	Electronic Response Format in Microsoft Excel - Attached to the Online Response or submitted on Electronic Media or Hard Copy Format with each page signed and name of Bidder stated on the first page.	REJECTED

SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
MINIMUM QUALIFICATION REQUIREMENT – THREE (3) YEARS - The Bidder (Company) shall have been in DEBRIS MANAGEMENT/DISASTER RECOVERY business for a minimum of THREE (3) CONSECUTIVE YEARS under their current business name or former business name, if applicable. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.	Electronic Response Format; or Hard Copy Format	REJECTED
Complete List of all government agencies in Florida for which the Bidder provided full time, year round emergency debris recovery services documenting the required three (3) years experience. Bidder should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor. Bidder shall provide the following information for each agency: government agency name, address and phone number; project/event title; contact person and telephone number; contract term; performance period; fees charged for services provided in each year; and brief description of the work completed.	Electronic Response Format; or Hard Copy Format	REJECTED
BIDDERS QUALIFICATIONS - Detailed description of the Bidder's experience, which shall include the following topics, IN THE BELOW ORDER: • Organizational Chart • Number years providing debris management and disaster recovery services • Information describing company's technical and construction capabilities • Training and experience (list all certifications) - A hard copy of all certifications shall accompany your response. • Accomplishments • Success in filing and receiving federal (FEMA, FHWA, etc.) and state reimbursements for disaster recovery work. • Experience in preparing and submitting federal/state project work sheets. • Expertise and experience in assessing, removing and disposing of specialty debris	Electronic Response Format; or Hard Copy Format	REJECTED

SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
BIDDERS QUALIFICATIONS – Continued including hazardous materials, dead animals and Hazardous Stumps. • Expertise and experience in demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way). • Expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets. • 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.		
KEY STAFF QUALIFICATIONS - List of the name, title or position, and project duties of those persons who will have a management or senior position working with the City 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 or other federal, state or local agencies.	Electronic Response Format; or Hard Copy Format	REJECTED
PARTICIPATING SUBCONTRACTORS – • Provide a list of all current subcontractors which the Bidder has current contracts for providing services. The list shall include the subcontractor name, location, number of years experience in debris mgmt/disaster recovery. • SUB-CONTRACTING PLAN that provides a clear description of the scope and percentage of work the Contractor may	Electronic Response Format; or Hard Copy Format	REJECTED

SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
PARTICIPATING SUBCONTRACTORS –Continued subcontract out and limiting use of subcontractors to only those approved by the City. • Plan shall include details on advertising/marketing for Local Subcontractors • Sample of sub-contracting contracts		
OPERATIONAL PLAN FOR THE CITY – Bidder shall describe its proposed plan for providing the services identified in this RFP, highlighting proven strategies. Bidder shall demonstrate its willingness to design the best response plan to meet the City of Punta Gorda's needs in the event of disaster and depending on the level of the disaster. At a minimum, the Bidder shall provide supporting documents or details for the following topics: • Bidder's thorough understanding of the elements affecting removal and processing of Vegetative Debris and Mixed Debris following a disaster event. • Mobilization/operation plan that outlines the Bidder's mobilization/operation procedures following a disaster event. This outline shall include a breakdown of the time required to perform each task including guaranteed times to mobilize the Bidder's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish DMS Sites, and to mobilize subcontractors. The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel) and equipment that will be assembled during each phase of the Proposer's response. • Description of the Bidder's "clean as you go" policy. • Operation plan for DMS Sites that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc. • Bidder's organizational chart and "chain of command" of the Bidder's response team. The Bidder's project management methods should be explained, including protocols for team work	Electronic Response Format; or Hard Copy Format	REJECTED

SUBMITTAL PACKAGE COMPONENTS REQUIRED TO BE SUBMITTED	APPROVED SUBMITTAL FORMAT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE DUE DATE AND TIME
OPERATIONAL PLAN FOR THE CITY – cont assignments, data management, project tracking, and any other appropriate management considerations. This discussion should demonstrate the Bidder's ability to supervise multiple clean-up crews, to manage multiple tasks simultaneously and expeditiously, and to resolve problems. It should also explain the Bidder's approach to ensuring the quality of the work being performed by its crews and subcontractors. • Communication plan, which shall include communication methods with the City. • Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Bidder's quality control organization, overview of tasks to be inspected, reports, and methods of inspections. • Description of the Bidder's customer service plan to respond to City complaints. • Ability to track and record all work for invoices and auditing purposes • Other unique services your company can provide • Construction drawings for temporary inspection towers • Public announcements/notices, including specific date on proposed venues. Detailed list of any other services the Bidder is able to provide and how these services will be accomplished.		

EVALUATION PROCESS

DEBIS MANAGMENT & DISASTER RECOVERY

SOLICITATION #R2008125/EOC-DISASTERREC/0809/1

1) SUBMITTAL PACKAGE QUALIFICATION PROCESS

- a) Procurement Staff will review and verify all Submittal Packages for:
 - i) Compliance with the Solicitation Document, Submittal Package Requirements Section; and
 - ii) Compliance with the Solicitation Package Requirements, which shall include verification that the Bidders meet all stated Minimum Qualification Requirements.
- b) Procurement will request all omitted documentation, deemed not material, from the Bidders as required.
- c) The City may conduct discussion with Bidders to further clarify the Bidder's response as may be necessary.
- d) Any Submittal Package received and the City is unable to determine a true cost of their submittal shall be deemed nonresponsive and rejected.
- e) The apparent low bidder shall not be construed as the awarded bidder until the apparent low bidder's Submittal Package is deemed responsive and the appropriate level of award authority approves City staff's recommendation for award.

2) REFERENCE SURVEYS

- a) As applicable, Procurement will process Reference Surveys for all submittal packages verified to be in compliance with the Submittal Package and Solicitation Package requirements.
- b) In the event the Bidder has performed work for the City of Punta Gorda, the City's experience shall be considered when evaluating references for determining a responsible Bidder.

3) EVALUATION PROCESS

- d) Procurement will present to the Evaluation and Selection Committee (ESC) the results of the pre-qualification efforts performed and the responses. The ESC will determine those responses pre-qualified for the evaluation process.
- e) The ESC will evaluate pre-qualified Submittal Packages based on, but shall not be limited to, the criteria indicated below. Evaluation shall be based on the ESC's ability to identify and ascertain the Bidder's qualifications applicable to the scope and nature of the services specified in this request. The evaluation criterion indicates the weights, which will be utilized by the City in the evaluation of the proposals.

Evaluation Criteria	Weight
Bidder Qualifications	10
Experience and References	20
Key Staff Qualifications	10
Subcontracting Plan	10
Operational Plan for the City	15
Resources and Availability	15
Proposed Prices	20
Local Vendor Bonus Points	
Location of "Local or Working Office" - Headquarters is located within the City of Punta Gorda (15 points) – Charlotte County (13 points); Adjacent County (Lee, Sarasota, or Desoto) (10 points) - Satellite office located within the City of Punta Gorda (10 points) – Charlotte County (7 points) Adjacent County (Lee, Sarasota, or Desoto) (5 points) - No local office presence (0 points) -	Maximum 15 points

Length of time "Local or Working Office" established - More than three years: City of Punta Gorda (15 points) – Charlotte County (13 points) – Adjacent County (10 points) - Between 1 to 3 years: City of Punta Gorda (10 points) – Charlotte County (7 points) – Adjacent County (5 points) - Less than 1 year: City of Punta Gorda (5 points) – Charlotte County (3 point) – Adjacent County (1 point)	Maximum 15 points
Bidders not eligible for local office consideration but will be utilizing "Local" Subcontractors meeting the local office definition. - Local Subcontractors located and established within the City of Punta Gorda (10 points) - Local Subcontractors located and established in Charlotte County (7 points) - Local Subcontractors located and established in Adjacent County (3 points)	Maximum 10 points

f) The ESC will score their evaluation independently through raw scores and the raw scores will be converted to ordinal scores.

i) Raw Scores:

(1) ESC members will score each Bidder 0 through 5 (5 being the highest score) on each criteria, unless the score for the criteria score is processed with a calculated formula (examples may include: working office location, timeframes, etc).

(2) The score will be multiplied by the criteria weight. The total raw score points obtainable is 500 and bonus points will be added to the total points scored.

(3) Each total raw score will be converted to an ordinal score.

ii) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.

(1) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.

(2) The individual ordinal score for each bidder by each committee member are added together for a total ordinal score.

(3) The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.

iii) The ESC will meet in a public meeting to discuss the responses, scoring, ranking, and all other issues related to the project. The committee members have the right to either:

(1) Adjust their scoring based on committee discussion; or

(2) Rerank the bidders based on committee discussion; or

(3) Determine a ranking by the consensus of the committee.

iv) If two or more independent evaluators score a single bidder less than 300 raw points, prior to award of bonus points, the bidder will not receive local point consideration. The scoring guideline for a bidder receiving a score under 300 is defined as "Falls short of expectations and has a low probability of success".

v) Discussions may be conducted with these Bidders to further clarify the City's requirements and the Bidder's proposals.

g) The ESC shall prepare a "shortlist" of highest ranked Bidders based on the written response evaluation.

h) The City shall request and negotiate, from either a short list of qualified Bidder or the top ranked Bidder, a "Best and Final" offer.

- i) Presentations - After reviewing submissions, the City may request presentations with either the short listed or top ranked Bidder(s) to further clarify the City's requirements, the Bidder's response and/or requested more detailed information. Therefore, the Bidder shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Bidder.

Presentations may include, but not be limited to, a presentation from the Bidder and questions from City. City will make an effort to provide questions to be addressed in these sessions to the respective Bidder's prior to the session. Bidders shall address all questions provided in their presentation and made available in handouts and on digital format. Costs incurred by a Bidder to make this presentation will not be reimbursed by City. City will make an effort to provide at least three (3) days notice to respective Respondents prior to their scheduled presentation date.

- a) The ESC will evaluate and score all presentations based on criteria determined by the ESC prior to the presentation date.

**BIDDER CONTACT AND QUALIFICATIONS
CITY OF PUNTA GORDA, FLORIDA
DEBIS MANAGMENT & DISASTER RECOVERY
#R2008125/EOC-DISASTERREC/0809/1**

Bidder's (BUSINESS) Name: DUNS # (if applicable):	Print name of Bidder's Authorized Agent responding to solicitation:
Bidder's Mailing Address: 	Bidder's Physical Address:
Bidder's Contact Numbers Phone: () Fax: ()	Authorized Agent's email address:
1) Is the Authorized Agent responsible for receiving and responding to ALL correspondence relating to this solicitation? ☐ Yes ☐ No – If no, complete 3	
2) Is the contact information stated above correct for the Authorized Agent? ☐ Yes ☐ No - If no, complete 4	
3) Provide contact information for receiving and responding to ALL correspondence relating to this solicitation: Name: Mailing Address: Phone () Fax () Email address:	4) Provide the following contact information for the Authorized Agent: Mailing Address: Phone () Fax ()
Physical Address of Prime Bidder's Office Location Providing Service: 	

All Solicitation Package forms shall be fully executed and submitted as specified in the Submittal Package Format Requirements section of the Solicitation Document. **SUBMITTAL PACKAGES NOT INCLUDING CITY FORMS SHALL BE REJECTED.** Any and all Submittal Packages, which do not comply with the Solicitation Package Requirements, shall be rejected. The City reserves the right to accept and/or reject any or all responses.

Submitting a Submittal Package in response to this Solicitation Package certifies the Bidder's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.

Signature

Date

BIDDER'S REQUEST TO UTILIZE APPROVED DOCUMENTATION SUBMITTED IN RFP #R2008035

The City of Punta Gorda understands the time and effort in preparing Submittal Packages for responding to Solicitations. Therefore, the City of Punta Gorda will provide Bidders, who submitted a response to RFP #R2008035/EOC-DISASTERREC/0809, the opportunity to submit their previous documentation as part of a submittal to this Solicitation's Submittal Package according to the following guidelines:

- A. Bidder shall submit the following components with their Submittal Package:
- 1) Complete an Online Response to the City's eProcurement Bid Request.
 - 2) Complete and execute the Bidder Contact, page 53. The completed document shall be submitted in either electronic or hardcopy format.
 - 3) Complete and execute this form **BIDDER'S REQUEST TO UTILIZE APPROVED DOCUMENTATION SUBMITTED IN RFP #R2008035**. The completed document shall be submitted in either electronic or hardcopy format.
 - 4) Submit an **ORIGINAL** Bid Bond or Certified Check in the amount of \$3,000.00 in accordance with the Submittal Package Format section of this solicitation document.
- B. Changes in the Solicitation Package from R2008035:
- 1) Solicitation Document – New Format
 - 2) eProcurement Bid Request – New Format
 - 3) Submittal Format - The City clarified the topics in the response sections of R2008035 Response Requirements Section. **PLEASE READ CAREFULLY AND RESPOND TO ALL TOPICS LISTED IN EACH COMPONENT AND IN THE ORDER PRESENTED.**
 - 4) R2008035 stated a MINIMUM QUALIFICATION REQUIREMENT in error as it related to the location of the Project Manager. This has been deleted in this Solicitation Package in its entirety.
 - 5) Correction to the Schedule of Values to correct category total errors.

Previous Bidders to R2008035 shall complete this form and submit the executed form as part of their Submittal Package to request the City to utilize the previously submitted documentation for R2008035 as a portion of their Submittal Package. This authorization shall include all documents **NOT IDENTIFIED IN SECTION A ABOVE.**

COMPANY NAME: _____

- ☐ Request to submit previous Submittal Package documents as submitted with R2008035 unless otherwise excluded based on Section A above.
- ☐ Bidder will submit a complete Submittal Package for this Solicitation.
- ☐ This does not apply – No previous response to R2008035

Authorize Representative's Signature

Date

DEMONSTRATION OF BIDDER MEETING MINIMUM REQUIREMENTS, SIMILAR EXPERIENCE AND REFERENCES

Bidder shall complete the following to demonstrate meeting the minimum qualification requirements as stated the in the MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS section 2. Demonstration of time the BIDDER has performed DEBRIS MANAGEMENT/DISASTER RECOVERY for three (3) consecutive years shall include the dates of June 1, 2006 through May 31, 2009. Documentation shall include: 1) Contract #; 2) Description of Contract; 3) Contract Dates (from and to); 4) Owner or Company Name and Contact Person; 5) Email Address; and 6) Telephone and Fax Number.

Contract # / Description / Date of Completion	Owner or Company Name / Contact Person	Email address*	Telephone and Fax number*
Contract #: Population: Project/Event Occurrences: Description of Services: Contract Term - From: _____ to _____	Agency: Contact Person:		Telephone #: Fax #:
Contract #: Population: Project/Event Occurrences: Description of Services: Contract Term - From: _____ to _____	Agency: Contact Person:		Telephone #: Fax #:
Contract #: Population: Project/Event Occurrences: Description of Services: Contract Term - From: _____ to _____	Agency: Contact Person:		Telephone #: Fax #:
Contract #: Population: Project/Event Occurrences: Description of Services: Contract Term - From: _____ to _____	Agency: Contact Person:		Telephone #: Fax #:
Contract #: Population: Project/Event Occurrences: Description of Services: Contract Term - From: _____ to _____	Agency: Contact Person:		Telephone #: Fax #:

**QUALIFICATIONS STATEMENT
DEBIS MANAGEMENT & DISASTER RECOVERY
SOLICITATION #R2008125/EOC-DISASTERREC/0809/1**

The undersigned attest to his/her authority to submit a response and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the City. The undersigned further certified that he/she has read the Solicitation Document and all other documentation relating to this request, and this response is submitted with full knowledge and understanding of the requirements and time constraints noted herein. The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF PUNTA GORDA
Procurement Manager
326 W. Marlon Avenue
Punta Gorda, Florida 33950

CHECK ONE:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME:
ADDRESS:
PRINCIPLE OFFICE:

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

--

The address of the principal place of business is:

--

If the Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

If Bidder is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

If Bidder is other than an Individual, corporation partnership, describe the organization and give the name and address of principals:

If Bidder is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

The Bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualification to perform under the contract shall cause the owner to reject the proposal, and if after the award to cancel and terminate the award and/or contract.

Signature

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) in/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned)

SUBSTITUTE W-9

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

(To be completed by those receiving payments for services, rents, grants, or prizes and awards)

Federal law requires withholding of 28% federal income tax from payments made to suppliers for which we do not have a tax identification number for. Funds withheld can only be refunded by the IRS.

Name:

Business name (if any):

Complete street address:

City, state and ZIP code:

E-mail address (if any):

Remittance address:

Please check the box that reflects
your correct status

- ☐ Individual/Sole Proprietor
- ☐ Partnership
- ☐ Corporation / Incorporated
- ☐ Non-Profit Organization
- ☐ Other: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, it may be your SSN or your Employer Identifications Number (EIN) if you have one for your business. All other entities must enter and EIN.

Social Security Number:

or

Employee Identification Number:

Certification: I certify, under penalties of perjury, that the number above is my correct taxpayer identification number.

Date:

Phone Number:

Print Name:

Title:

Signature: _____

LOCAL OFFICE AFFIDAVIT

DEFINITIONS:

- 1) City of Punta Gorda – Vendor's location & facilities of working office is located in Punta Gorda city limits
- 2) Charlotte County – Vendor's location & facilities of working office is located Charlotte County
- 3) Adjacent County – Vendor's location & facilities of working office is located in Desoto, Lee or Sarasota counties.

Bidder affirms that information provided as it relates to Location & Facilities of Working Office is true and meets the definition and criteria as defined below:

DEFINITION OF Local office means the company currently has a valid Business Tax License issued by the City of Punta Gorda or Charlotte County or adjacent county at least 6 months prior to the proposal submission to do business within the City of Punta Gorda or Charlotte County or adjacent counties that authorizes the business to provide the services, and a physical business address located within the limits of the City of Punta Gorda or Charlotte County or adjacent counties from which the company operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a company shall not be considered having a "Local Office" unless it contributes to the economic development and well-being of the City of Punta Gorda or Charlotte County or adjacent county in a verifiable and measurable way (as identified by the criteria below). Also, companies must demonstrate and document the capability and availability of the personnel working in the local office and the type of services performed at this location that is pertinent to the type of project. Companies shall affirm in writing their compliance with the foregoing at the time of submitting their proposal to be eligible for consideration as having a "Local Office". **A company who misrepresents the local status of its company in a proposal to the City will lose the privilege to claim local status for a one year period.**

Please identify below by placing a checkmark next to the appropriate criteria and related points. Also, provide any documentation that substantiates the information given in this affidavit. City of Punta Gorda reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the proposer's submission being deemed non-responsive.

Location & Facilities of Working Office:

Location of "Local Office": **Bidders will receive points for only one (1) item**

- | | |
|--|-----------|
| ☐ Headquarters located within the City of Punta Gorda city limits | 15 Points |
| ☐ Headquarters located within the boundaries of Charlotte County | 10 Points |
| ☐ Headquarters located in an adjacent county | 5 Points |
| ☐ Satellite office located within the City of Punta Gorda city limits | 10 Points |
| ☐ Satellite office located within the boundaries of Charlotte County | 7 Points |
| ☐ Satellite office located in an adjacent County | 3 Points |
| ☐ No local office presence | 0 Points |

Length of time "Local Office" established: **Bidders will receive points for only one (1) item**

- | | |
|--|-----------|
| ☐ Local Office has been established more than 3 years in the City of Punta Gorda | 15 Points |
| ☐ Local Office has been established more than 3 years in Charlotte County | 10 Points |
| ☐ Local Office has been established more than 3 years in an adjacent county | 5 Points |
| ☐ Local Office has been established between 1 to 3 years in the City of Punta Gorda | 10 Points |
| ☐ Local Office has been established between 1 to 3 years in Charlotte County | 7 Points |
| ☐ Local Office has been established between 1 to 3 years in and adjacent county | 3 Points |
| ☐ Local Office has been established less than 1 year in the City of Punta Gorda | 5 Points |
| ☐ Local Office has been established less than 1 year in Charlotte County | 3 Points |
| ☐ Local Office has been established less than 1 year in an adjacent county | 1 Points |

Bidder not meeting Local Office requirement but utilizing Local Subcontractors (Subcontractors meeting "Local Office" definition):

- | | |
|--|-----------|
| ☐ Local Subcontractors located and established in the City of Punta Gorda city limits | 10 Points |
| ☐ Local Subcontractors located and established in Charlotte County limits | 7 Points |
| ☐ Local Subcontractors located and established in adjacent counties | 3 Points |

Bidder shall submit a copy of documents substantiating each subcontractor qualifies as a LOCAL OFFICE. Failure to submit documents shall result in the Bidder not receiving subcontractor bonus points.

NAME OF BIDDER _____

(This form must be completed and returned)

Location Affidavit Cont'd:

Bidder Company Name: _____

Signature: _____

Title: _____

Local Subcontractors located and established in the City of Punta Gorda city limits or within Charlotte County or defined adjacent counties:

Subcontractor Name	Street, City, Zip Code

State of Florida
County of Charlotte

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ Day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

(This form must be completed & returned)

DECLARATION OF DEBARMENT

The bidder, in accordance with the prevailing City of Punta Gorda Procurement Policy, (known as "Vendor Debarment or Suspension") shall sign the appropriate declaration under this exhibit. In doing so, the undersigned hereby declares that:

Name of Business

1. They are a prospective contractor, vendor, affiliate, or otherwise interested or affected party as defined under the Procurement Policy.
2. They are not nor have not been debarred or suspended by any local, state or federal public entity within the last five (5) years of the date of this submission.
3. Signature of this declaration constitutes a material representation of fact upon which reliance was placed when this submission was entered and evaluated. Further, should it subsequently be determined that the signatory knowingly or unknowingly rendered an erroneous declaration; the City shall reserve the right to reject the bid offer associated with this declaration and/or suspend/debar the bidder/signatory.
4. They shall provide immediate written notice to the person to whom this proposal is submitted if at any time they learn that its declaration was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Should the proposed agreement be entered into, they shall not knowingly enter into any subcontract or supplier agreement with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this agreement, unless otherwise authorized by the City.

The bidder shall sign the appropriate declaration below and comply with any accompanying requirements set forth therein:

- (A) I hereby declare that my firm nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any public agency.

Name(s) and Title(s) of Authorized Representative(s)

Name of Business

Authorized Signature(s)

Date

- (B) I am unable to declare that my firm is in compliance with one or more statements contained within this declaration and I shall attach an explanation for determination by the City.

Name(s) and Title(s) of Authorized Representative(s)

Name of Business

Authorized Signature(s)

Date

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Signature

Printed Name

Firm Name

INSTRUCTIONS FOR COMPLETING & SUBMITTING CONTRACTOR'S SCHEDULE OF VALUES ONLINE:

1	Save this file to your computer (Click "FILE" and then "SAVE AS") Remember where and the name of the file saved.
2	Complete all areas highlighted in BLUE and YELLOW and "SAVE". Unit prices will <u>automatically calculate</u> in the category total cell.
3	Categories will automatically total in this spreadsheet. Bidders shall enter the total for EACH category in the On-Line Solicitation Bid Item Schedule. Unit prices proposed in this Proposal Schedule shall prevail.
4	Upload COMPLETED document to the eProcurement site in the RESPONSE ATTACHMENT SECTION (Browse your computer to SELECT the file to UPLOAD to your solicitation). This file <u>SHALL</u> be submitted as a RESPONSE ATTACHMENT with your ON-LINE RESPONSE. The document submitted on-line as a response attachment shall take precedence over hard-copy submittals, if applicable.
UNIT PRICES IN THIS SCHEDULE SHALL PREVAIL IF ERRORS ARE FOUND IN THE ON-LINE SOLICITATION LINE ITEM SCHEDULE.	
NAME OF BIDDER=====	

CATEGORY A: DEBRIS MANAGEMENT - Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees and all other incidental fees to complete the services

NOTE: The City will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will be responsible for the payment of all landfill fees. The City will pay the landfill tipping fees directly to the landfill.

ITEM #	DESCRIPTION	UOM	UNIT PRICE
A.1	Vegetative Debris Removal from public ROW and hauling to a DMS within five (5) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	cubic yd	
A.2	Vegetative Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	cubic yd	
A.3	Vegetative Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 326 W. Marion Avenue but within Charlotte County (Based on Incoming Yardage)	cubic yd	
A.4	Mixed Debris Removal from public ROW and hauling to a DMS within five (5) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	cubic yd	
A.5	Mixed Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	cubic yd	
A.6	Mixed Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 326 W. Marion Avenue but within Charlotte County (Based on Incoming Yardage)	cubic yd	
A.7	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within five (5) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	cubic yd	
A.8	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	cubic yd	

A.9	Construction & Demolition Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 326 W. Marion Avenue but within Charlotte County (Based on Incoming yardage)	cubic yd	
A.10	Debris Processing - Separation of Mixed Debris at the designated DMS (Based on Incoming yardage)	cubic yd	
A.11	Construction & Demolition Debris at the designated DMS (Based on Incoming yardage)	cubic yd	
A.12	Vegetative Debris Grinding Reduction via grinding at the designated DMS.	cubic yd	
A.13	ALTERNATIVE - Vegetative Debris Reduction by Incineration and site management at the designated DMS (Based on incoming yardage) (Approval of this process shall be at the City's sole determination)	cubic yd	
A.14	Mixed Debris Reduction via compaction and site management at the designated DMS. (Based on Incoming yardage)	cubic yd	
A.15	Reduction via compaction and site management at the designated DMS. (Based on Incoming yardage)	cubic yd	
A.16	Vegetative Debris - Reduced - Loading and Transporting reduced grinded debris from DMS to final disposal site WITHIN Charlotte County. (Based on reduced material outgoing for final disposal)	cubic yd	
A.17	Vegetative Debris - Reduced - Loading and Transporting reduced grinded debris from DMS to final disposal site OUTSIDE of Charlotte County. (Based on reduced material outgoing for final disposal)	per cubic yd per mile	
A.18	Vegetative Debris - Incinerated ASH Loading and Transporting incinerated debris from DMS to final disposal site WITHIN Charlotte County (Based on incinerated material outgoing for final disposal)	cubic yd	
A.19	Vegetative Debris - Incinerated ASH Loading and Transporting incinerated debris from DMS to final disposal site OUTSIDE Charlotte County (Based on incinerated material outgoing for final disposal)	per cubic yd per mile	
A.20	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN Charlotte County (Tonnage based on individual weight tickets from disposal site)	ton	
A.21	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site OUTSIDE Charlotte County (Tonnage based on individual weight tickets from mileage from DMS to disposal site)	per cubic yd per ton	

A.22	Construction & Demolition Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN Charlotte County (Based on compacted material outgoing for disposal)	cubic yd	
A.23	Loading and Transporting compacted debris from DMS to final disposal site OUTSIDE Charlotte County (Based on compacted material outgoing for disposal and mileage from the DMS to disposal site)	per cubic yd per mile	
A.24	vegetative debris removal from public ROW and transport directly to an approved Charlotte county disposal site. (Based on picked up yardage)	cubic yd	
A.25	Construction & Demolition Debris removal from public ROW and transport directly to an approved Charlotte County disposal site. (Based on Incoming yardage)	cubic yd	
A.26	Mixed Debris removal from public ROW and transport directly to an approved Charlotte County disposal site. (Tonnage based on individual weight tickets)	cubic yd	

STUMP & TREE SERVICES - The Bidder shall furnish services in strict accordance with FEMA Index 325. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services			
Items A.27 through A.30 relates to Hazardous Tree & Stump Removal with 50% or more of the root ball exposed in public ROW and hauling to designated DMS			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.27	Diameter of stump 25 - 36 inches (diameter measured 2 feet above the ground)	cubic yd	
A.28	Diameter of stump 27 - 48 inches (diameter measured 2 feet above the ground)	cubic yd	
A.29	Diameter of stump > 48 inches (diameter measured 2 feet above the ground)	cubic yd	
A.30	Backfill delivered and placed in holes	cubic yd	
Items A.31 through A.34 relates to Partially Uprooted Leaner (exposed root ball) - Excavating root ball and placing in public ROW			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.31	Diameter of tree < 24 inches (diameter measured 2 feet above the ground)	per tree	
A.32	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per tree	

A.33	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per tree	
A.34	Backfill delivered and placed in holes	cubic yd	
Items A.35 through A.37 relates to Split Leaner (NO exposed root ball) - Flush cutting the tree trunk and placing it in ROW			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.35	Diameter of tree < 24 inches (diameter measured 2 feet above the ground)	per tree	
A.36	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per tree	
A.37	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per tree	
Items A.38 through A.40 relates to Removal of Dangerous Hanging Limbs			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.38	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - 1 to 5 limbs	per tree	
A.39	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - 5 - 10 limbs	per tree	
A.40	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - all limbs from the tree.	per tree	

Items A.41 through A.43 relates to OTHER MISCELLANEOUS DEBRIS MANAGEMENT SERVICES - The Bidder shall furnish services in strict accordance with FEMA Index 325. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.41	Pick up and hauling hazardous materials from the public ROW, transportation and disposal at a legal disposal facility	pound	
A.42	Pick up and hauling dead animal carcasses from the public ROW, public roads and public property, transportation and disposal at a legal disposal facility	pound	
A.43	Freon Removal from White Goods (Note: hauling of white goods from public ROW to DMS or other designated site is included in the unit price for Mixed Debris removal)	each	
TOTAL UNIT PRICE - CATEGORY A (A.1 THROUGH A.43)			\$ -

CATEGORY B: EQUIPMENT & LABOR - This schedule shall be utilized in Emergency Road Clearance, storm water/ wastewater appurtenance cleaning, and other miscellaneous services. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees and all other incidental fees to complete the services.			ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY PRICE
B.1	Dump Truck, 16-20 cubic year capacity with operator				
B.2	Self Loading Prentice Truck 25 total yard dump body with operator				
B.3	210 Prentice Loader with operator				
B.4	Mini Loader/Bobcat with operator				
B.5	Dozer/Cat D6 or equivalent with operator				
B.6	Track Hoe Excavator, 2-3 cubic yard bucket with operator				
B.7	Excavator with debris loading grapple/Cat 325 or equivalent with operator				
B.8	Two (2) Person Laborer Crew with transportation, Chainsaws (16" minimum bar), traffic flags, and misc small tools (axes, shovels, safety equipment)				
B.9	Crew Foreman with Pickup Truck, 1/2 - 1 ton, and cellular phone				
B.10	Vacuum Truck for Storm water Catch Basins with operator				
B.11	Chainsaw				
B.12	Safety Manager with transportation and cellular phone				
B.13	Trash Transfer Trailers - 100 yard with tractor and operator				
B.14	Trash Transfer Trailer _____ yard with tractor and operator				
B.15	Trash Transfer Trailer _____ yard with tractor and operator				
B.16	Equipment Transports and operator				
B.17	Equipment and operator for fueling ancillary equipment in use by the City				
B.18	Fuel Tank Wagon Equipment and operator for fueling large generator and fuel storage units in use by the City				
B.19	Fuel Dispensing Equipment for fueling vehicles and equipment.				
B.20	Equipment and operator for re-filling potable water trucks/containers				
B.21	Construction Laborers				
B.22	Construction formwork transportation and all construction equipment for services, including but not limited to, emergency dry-in of facilities and emergency fencing.				
B.23	Security Personnel with transportation and communication equipment				
B.24	Standard Laborers with transportation				
B.25	Flagger for traffic control				
B.26	Canteen Staff with transportation				
B.27	Canteen Supervisor with transportation				
TOTAL UNIT PRICE CATEGORY B, ITEMS B.1 THROUGH B.27					\$ -

CATEGORY C: EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "non-essential". The "essential" generators must be delivered within six (6) hours following a disaster event, as directed by the City if required. The "essential" generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an as required basis. In some instances the "essential" generators may not be necessary, which may result in the City returning them to the contractor.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The City will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8-16 hours per day; and 3) 24 hours/7 days per week.

ITEM #	EQUIPMENT/LABOR DESCRIPTION	ONE WAY TRANSPOR- TATION	STAND-BY USAGE UNIT PRICE		8 - 16 HOURS PER DAY UNIT PRICE		24 HOURS/7 DAY DAILY UNIT PRICE		
			Daily	Weekly	Monthly	Daily	Weekly	Monthly	Monthly
C.1	ESSENTIAL: Water Treatment Plant 38100 Washington Loop Road Punta Gorda, FL 33982 Generator Rating: 1,100 KW 3 phase, 480 volt, trailer mounted, must								
	ESSENTIAL: Raw Water Pumps Hendrickson Dam across Washington Loop Rd from the Water Treatment Plant 38100 Washington Loop Road Punta Gorda, FL 33982 Generator Rating: 300 KW 3 phase, 480 volt, trailer mounted, must								
C.2	be hardwired. ESSENTIAL: City Hall Annex 126 Harvey Street Punta Gorda, FL 33950 Generator Rating: 500 KW 3 phase, 120/240 volt, trailer mounted, 25' pilot								
C.3	AS REQUIRED: Bal Harbor Water Storage 1623 Aquil Esta Punta Gorda, FL 33950 Generator Rating: 300 KW 3 phase, 480 volt, trailer mounted, must								
C.4	be hardwired.								

[illegible]

CATEGORY D: SATELLITE COMMUNICATIONS - The Bidder shall furnish satellite equipment on a rental basis and service. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE
D.1	Rental of Equipment – Capability of calling nationwide from Florida – no additional roaming or long distance charges	Per Unit		
D.2	Per Minute Charge for Usage	Per Minute		
TOTAL UNIT PRICE CATEGORY D - ITEMS D.1 THROUGH D.2			\$ -	

CATEGORY E: TEMPORARY SANITARY FACILITIES - The Bidder shall furnish temporary sanitary facilities on a rental basis and service for maintenance. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
ITEM #	EQUIPMENT/LABOR DESCRIPTION	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE	PRICE PER SERVICE
E.1	Portable Toilet Units			
E.2	Portable Toilet Units (ADA accessible) Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser. ADA accessible			
E.3	hand soap dispenser			
E.4	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser. ADA accessible			
E.5	Trailer Unit, Mens/Womens section, minimum 2 shower stalls per side, 1 toilet per side, dressing area, 1 sink per side, hot/cold water, heated/air conditioned, separate entry doors.			
E.6	Shower Unit, Single, ADA accessible			
TOTAL UNIT PRICE CATEGORY E - ITEM E.1 THROUGH E.6			\$ -	
DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR THE UNITS WITH SHOWER FACILITIES:				

CATEGORY F: REEFER & REFRIGERATED CONTAINERS & ICE DELIVERY - The Bidder shall furnish freezer and refrigerator containers on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services. Labor and fuel for fueling the fuel powered unit shall be in accordance with Category B.				
ITEM #	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE
F.1	Refrigeration Containers - 1 temperature setting (refrigerate or freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity			
	Refrigeration Containers - Dual temperature settings (refrigerate and freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity			
F.2	Reefer Container - normally a tractor trailer, fuel powered			
F.3	Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity			
	Bagged ice, cubed and made of potable water, 5 to 10 pound bags, palletized - UNIT PRICE PER BAG			
F.4	Indicate # pounds per bag and #bags per pallet			
	TOTAL UNIT PRICE CATEGORY F - ITEM F.1 THROUGH F.4	\$ -		
DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR NON-FUEL POWERED UNITS:				

CATEGORY G: POTABLE WATER TRUCK AND DRINKING WATER - The Bidder shall furnish POTABLE WATER TRUCK equipment on a rental basis, maintenance and repair and bottled water. Labor for refilling trucks shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
ITEM #	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE
G.1	Potable Water Tank State the minimum gallon capacity of unit proposed			
G.2	Refilling of Potable Water Tanks - PRICE PER GALLON		UNIT PRICE	
G.3	Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle State the minimum ounce per bottle and number of bottles per pallet			
DESCRIBE THE POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK.				
TOTAL UNIT PRICE CATEGORY G - ITEMS G.1 THROUGH G.3			\$	-

CATEGORY H: MOBILE FLEET REPAIR FACILITIES/ASSISTANCE - The Bidder shall furnish equipment and portable facility on a rental basis, maintenance and repair. Labor, parts and materials for fleet repair services shall be compensated based on this schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
ITEM #	EQUIPMENT/LABOR DESCRIPTION		WEEKLY UNIT PRICE	MONTHLY UNIT PRICE
H.1	Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services			
H.2	Mechanic/Technician/ Price per man hour			
H.3	Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail			
DESCRIBE THE MOBILE FLEET UNIT PROPOSED:				
TOTAL UNIT PRICE CATEGORY H - ITEMS H.1 - H2			\$	-

CATEGORY I: TEMPORARY SIGNAGE & TRAFFIC CONTROL - The Bidder shall furnish traffic signage and control equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE
I.1	Safety Code type II barricades with flashing lights inclusive of maintenance and battery replacement	each		
I.2	DOT Black Base 36" traffic cones with two (2) each reflective bands	each		
I.3	Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	each		
I.4	A-Frame stands for 36" signs	each		
TOTAL UNIT PRICE CATEGORY I - ITEM I.1 THROUGH I.4			\$	-

CATEGORY J: CANTEEN, TENTS, FURNISHINGS - The Bidder shall furnish equipment and portable facilities and furnishings on a rental basis, maintenance and repair of equipment furnished and set up. Labor for staffing shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE
J.1	Canopy, pole type or pop up without sides, 10' x 10'	each		
J.2	Canopy, pole type or pop up without sides, 20' x 20'	each		
J.3	Canopy, pole type or pop up without sides, 30' x 30'	each		
J.4	Tent, pole type or pop up with sides, 15 x 15	each		
J.5	Tent, pole type or pop up with sides, 20 x 20	each		
J.6	Tent, pole type or pop up with sides, 20 x 40	each		
J.7	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 20' x 40'	each equipped unit		
J.8	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 30' x 40'	each equipped unit		
J.9	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 20' x 40'	each equipped unit		
J.10	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 30' x 40'	each equipped unit		

J.1.1	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be from a water tank, self contained, indoor.	each			
J.1.2	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be either from hose or water tank, outdoor.	each			
DESCRIBE ALL SPECIAL FEATURES OR REQUIREMENTS FOR THE MESS TENT UNITS PROPOSED:					
TOTAL UNIT PRICE CATEGORY J - ITEM J.1.1 THROUGH J.1.2			\$	-	
CATEGORY K: PORTABLE LIGHTING - The Bidder shall furnish portable lighting equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service, parts and all other incidental fees to complete the services					
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY UNIT PRICE	MONTHLY UNIT PRICE	
K.1	Portable Power Light Towers with the following minimum requirements: - four (4) 1000 watt metal halide fixtures in a NEMA 6 design - 3-section telescoping mast extends 12 - 30 ft - 360° rotation capability - outriggers and jacks for stability - low oil/high temperature auto shut down system - built-in circuit breakers for the lights	EACH			
DESCRIBE THE POWERING REQUIREMENTS TO OPERATE EQUIPMENT					
TOTAL UNIT PRICE CATEGORY K - ITEM K.1			\$	-	

CATEGORY L: DEMOLITION OF STRUCTURES - The Bidder shall furnish equipment and labor to demolish structures as directed by the City. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	PRICE PER SQUARE FOOT
L.1	Wood Frame Structure, Demolish and secure site only	0 - 500 sq ft	
		501 - 1500 sq ft	
		1501 - 3000 sq ft	
		3001 - 5000 sq ft	
		5001 - 10000 sq ft	
L.2	Block Structure, Demolish and secure site only	10000 + sq ft	
		0 - 500 sq ft	
		501 - 1500 sq ft	
		1501 - 3000 sq ft	
		3001 - 5000 sq ft	
L.3	Restoration of Natural Ground in areas disturbed by demolition activity. Restoration shall include: fill, grade, furnish and install Argentine Bahia Sod	5001 - 10000 sq ft	
		10000 + sq ft	
		0 - 500 sq ft	
		501 - 1500 sq ft	
		1501 - 3000 sq ft	
L.4	Restoration of Natural Ground in areas disturbed by demolition activity. Restoration shall include: fill, grade, furnish, install Argentine Bahia Grass Seed, cover grass seed with protective material (i.e. hay), and initial watering.	3001 - 5000 sq ft	
		5001 - 10000 sq ft	
		10000 + sq ft	
		0 - 500 sq ft	
		501 - 1500 sq ft	
L.5	Loading, transporting and disposing of demolition debris at an approved landfill located within Charlotte County (Tonnage based on individual weight tickets from disposal site)	1501 - 3000 sq ft	
		3001 - 5000 sq ft	
		5001 - 10000 sq ft	
		10000 + sq ft	
		Ton	
L.6	Loading, transporting and disposing of demolition debris at an approved landfill located outside of Charlotte County (Tonnage based on individual weight tickets from disposal site)	Per Ton/Per Mile	
L.7	Removing demolition debris from property and relocating same to DMS	Cubic Yard	

TOTAL UNIT PRICE CATEGORY J - ITEM L.1 THROUGH L.7	\$ -
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CATEGORY M: DISCOUNT FROM RETAIL OR LIST PRICE FOR MATERIALS FOR EMERGENCY PURPOSES - The Bidder shall state a percentage discount from retail or list price for specific materials used in the City's emergency recovery.		
ITEM #	MATERIAL DESCRIPTION	PERCENTAGE DISCOUNT FROM RETAIL OR LIST PRICE
M.1	Lumber and related supplies (Primary use for emergency dry in of facilities)	
M.2	Fencing material and related supplies	

EVALUATION SCENARIOS:

SCENARIO 1:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTD PRICE
1.A	vegetative debris removal from public ROW and hauling to a DMS within five (5) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	100000	\$ -	\$ -
1.B	Mixed Debris Removal from public ROW and hauling to a DMS within five (5) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	200000	\$ -	\$ -
1.C	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within five (5) miles from 326 W. Marion Avenue (Based on Incoming Yardage)	50000	\$ -	\$ -
1.D	Vegetative Debris Grinding Reduction via grinding at the designated DMS.	100000	\$ -	\$ -
1.E	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN Charlotte County (Tonnage based on individual weight tickets from disposal site)	120000	\$ -	\$ -
1.F	Construction & Demolition Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN Charlotte County (Based on compacted material outgoing for disposal)	30000	\$ -	\$ -
1.G	Debris Processing - Separation of Mixed Debris at the designated DMS (Based on Incoming Yardage)	200000	\$ -	\$ -
1.H	Construction & Demolition Debris at the designated DMS (Based on Incoming Yardage)	50000	\$ -	\$ -

TOTAL SCENARIO 1

SCENARIO 2

2.A	vegetative debris removal from public ROW and hauling to a DMS within ten (10) miles from 326 W. Marion Avenue (Based on Incoming Yardage) mixed debris removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 326 W. Marion Avenue but within Charlotte County (Based on Incoming Yardage)	100000	\$	-	\$	-
2.B	Construction & Demolition Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 326 W. Marion Avenue but within Charlotte County (Based on Incoming Yardage)	200000	\$	-	\$	-
2.C	ALLIANCE - vegetative debris Reduction by Incineration and site management at the designated DMS (Based on Incoming Yardage) (Approval of this process shall be at the City's sole determination)	50000	\$	-	\$	-
2.D	Construction and Demolition debris Reduction via compaction and site management at the designated DMS.	50000	\$	-	\$	-
2.E	Reduction at the designated DMS. (Based on Incoming Yardage)	50000	\$	-	\$	-
2.F	Mixed Debris Reduction via compaction and site management at the designated DMS. (Based on Incoming Yardage)	200000	\$	-	\$	-
2.G	Loading and Transporting compacted debris from DMS to final disposal site OUTSIDE Charlotte County (Based on compacted material outgoing for disposal and mileage from the DMS to disposal site)	30000	\$	-	\$	-
2.H	vegetative debris removal from public ROW and transport directly to an approved Charlotte county disposal site. (Based on picked up yardage) mixed debris - loading and transporting compacted debris from DMS to final disposal site OUTSIDE Charlotte County (Tonnage based on individual weight tickets from mileage from DMS to disposal site)	50000	\$	-	\$	-
2.I		120000	\$	-	\$	-

TOTAL SCENARIO 2

\$