

Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160
Phone 305-932-0744
Fax 305-933-3825
www.Goldenbeach.us

RFP # 2021-001: Disaster Recovery Services
Cost of Plans: No charge

Project Summary: The primary goal of the Town of Golden Beach is to select a professional firm to remove hazards/debris materials as quickly as possible to reduce danger to life and damage to property resulting after a storm or hurricane. The professional firm should be preferably located in the State of Florida. Mainly, because the location of the town; an ocean community also on the Intracoastal Waterway. Clean up, demolition and removal is difficult to achieve in a timely manner if the town must wait on services from a firm not located within the State of Florida. To eliminate immediate threats to life, public health and safety; eliminate immediate threats of significant damage to improved public or private property. This is considered essential to ensure economic recovery of the affected community and the benefit of the community-at-large. It is imperative that the Town have a local firm whose services can be accessed in within the first twenty-four hours of any storm or hurricane.

Project Scope

The town makes a formal request of the firm selected that upon request for services, a minimum of (4) crews consisting of at least (4) workers each be dispatched with the following equipment: A minimum of (8) 16-ton dump trucks with rear loaders, readily available, and in a continuous rotation for removal of debris. A backhoe, heavy duty street sweeper, and a grappler. The teams shall begin from the north and south, working towards the center of town. The town has very limited space for a collection yard. The debris must be piled along the west side of the right of way and promptly removed. The following is a listing of services and/or tasks to be provided by the Proposer to the Town of Golden Beach for disaster recovery services. The Project Scope is presented in more detail in the bid specifications. Disaster Recovery Services shall be provided by the Proposer for:

- Emergency Road Clearance
- Debris Removal from Public Property
- Estimate of Damages
- Transportation of debris to approved facility
- Disposal of debris removed

- Abate and dispose of generated hazardous waste resulting from the disaster
- Provide all essential documentation and inspections

Plan Holders:

Bid documents can be downloaded from the Town's website (www.goldenbeach.us) or accessed on DemandStar.

**TOWN OF GOLDEN BEACH
One Golden Beach Drive
Golden Beach, Florida 33160
(305) 932-0744**

**REQUEST FOR PROPOSAL/QUALIFICATIONS RFP # 2021-001
DISASTER RECOVERY SERVICES**

TO: All interested business firms, corporations, partnerships, or individuals dealing in “Disaster Recovery Services”.

The Town of Golden Beach solicits your Proposal for disaster recovery services.

Proposals must be submitted on the attached bid forms. Proposals must be received by 2:00 p.m. on April 27, 2021. Proposal/qualification packages can be *downloaded from the Town's website (www.goldenbeach.us) or on DemandStar.*

Each bid must be submitted either electronically through the DemandStar E-Bid process, or hard-copy plus one electronic copy (USB flash drive) delivered or mailed to the Town of Golden Beach, One Golden Beach Drive, Golden Beach, Florida 33160. If submitting electronically through DemandStar, bidders must choose the sealed option. If submitting hard copies, bids must be sealed and the outside of the envelope **MUST** be marked: **RFP # 2021-001 Disaster Recovery Services.**

There will be a pre-bid conference for bidder questions and requests for additional information at 10:00 AM on Wednesday, April 7, 2021.

Zoom Link:

<https://us02web.zoom.us/j/85874510124?pwd=empiNUo2RzVISm9QVmlwNnJkMjcvdz09>

Meeting ID: 858 7451 0124 Passcode: 047289

Bid opening is scheduled for 2:30 p.m., April 27, 2021.

Zoom Link:

<https://us02web.zoom.us/j/84337296276?pwd=NzdWUEJqUUN3Z21NM3dLUFRFUTg0dz09>

Meeting ID: 843 3729 6276 Passcode: 853439

All bidders, their agents or representatives are invited to join the meetings.

EVALUATION OF PROPOSALS: Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the following evaluation factors: references; experience of the proposers business and employees of the business as it relates to disaster recovery services.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which in its best judgment best serves the public interest under all circumstances. Late proposals will be returned to sender unopened.

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INSTRUCTIONS FOR BIDDERS

RFP # 2021-001 Disaster Recovery Services

Sealed proposals will be received by the Town of Golden Beach, Florida at Town of Golden Beach Town Hall until April 27, 2021 at 2:00 p.m. **Two (2)** copies plus one electronic copy (USB flash drive) of the proposal shall be submitted. Electronically submitted proposals will be received through the DemandStar E-Bid process – bidders must choose the sealed option.

Proposal should be made on the bid proposal form provided herein. Proposals submitted on any other format shall be disqualified. Hard copy proposals shall be sealed and plainly marked on the outside of the envelope RFP # 2021-001 Disaster Recovery Services. Additional submittals required to be submitted with the proposal are delineated in General Requirements. Proposals received after the specified time will not be considered and will be returned unopened.

Mail or deliver hard-copy proposals to the following address:

**Town of Golden Beach
One Golden Beach Drive
Golden Beach, Florida 33160**

Unsigned proposals will be considered incomplete and subject to rejection. Proposals having erasures/corrections must be initialed in ink by the proposer. In case of errors in extensions, unit prices will govern. By signing the proposal, the proposer agrees that the proposal is made without any misunderstanding, agreement, or connection with any other

person, firm, or corporation making a proposal for the same purpose; and, that the proposal is in all respects fair and without collusion or fraud. It is agreed by the undersigned proposer that the signing and delivery of this proposal represents the proposers acceptance of the terms and conditions of the foregoing specifications and provisions; and, if awarded the contract by the Town, will represent the agreement between the parties. Proposals will be publicly opened and read aloud in the Town of Golden Beach Town Hall, One Golden Beach Drive, Golden Beach, Florida 33160 at 2:30 p.m. All proposers responding to this request will be notified in writing as to the final outcome of this process. It is anticipated that notifications will be mailed within three (3) weeks of the contract being awarded.

Please check your prices before submission of bids, as no change in prices will be allowed after bid opening. Do not use pencil when inserting prices, use ink or typewriter only. Be sure all required bid sheets are signed.

Any questions relative to interpretation of specifications, request for proposal documents, or the bid process, shall be addressed in writing to the Town Manager, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten days of date set for receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of a written addendum which, if issued will be conveyed to all prospective bidders no later than five days before the date set for receipt of proposals. Oral answers will not be authoritative. To ensure fair consideration for all proposers, the Town prohibits Communication to or with any department, division, official or employee during the submission process except the Town Manager. Additionally, the Town prohibits communications initiated by the proposer to any town official or employee evaluating or considering the proposals prior to the time a bid decision has been made. Any communications between proposer and town will be initiated by the Town Manager in order to obtain information or clarification needed to develop a proper accurate evaluation of the bid. Any communication initiated by a proposer, other than to the Town Manager, will be grounds for immediate disqualification of the offending proposer. All items quoted must be in compliance with all specifications. The Town reserves the right to increase or decrease quantities in these specifications. Failure to comply with these specifications and instructions will result in disqualification of your proposal.

The Town reserves the right, at its sole and absolute discretion, to reject any or all proposals, or to accept that Proposal which, in its judgment, will, under all circumstances, best serve the public interest of the Town of Golden Beach. Cost of submittal of this proposal is considered an operational cost of the bidder and shall not be passed on to, or be borne by, the Town of Golden Beach, Florida.

TERMS AND CONDITIONS
RFP # 2021-001 Disaster Recovery Services

The Town of Golden Beach solicits your Proposal for disaster recovery services which are responsive to the terms and conditions.

This contract may be cancelled in whole or in part by the Town or the Consultant (s) upon giving at least thirty (30) days written notice prior to cancellation; except that nonperformance on the part of the Consultant(s) will be grounds for termination. Termination will take place within five (5) days of notification. The company awarded this contract is encouraged to permit any other governmental agency in the area to participate in the contract under the same Terms and Conditions.

1. Attach proof of proper license and trade certifications.
2. The firm awarded this contract agrees to comply with all laws, codes, rules & regulations bearing on the conduct of work, including those of the Federal, State, County, and Town of Golden Beach.
3. The firm shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents, or sub-Consultant or its insurer shall reimburse the Town for any damage or loss within thirty (30) days after a claim is submitted.
4. The firm awarded this contract must be fully insured.
5. The firm will provide the name of any sub-contracting firms used; in addition, the firm will guarantee that each sub-contractor possess and maintains required insurance.
6. By submitting a proposal, the offerer certifies having fully read and understands this request for proposal and certifies full knowledge of the scope, nature, quantity and quality of work to be performed, and detailed requirements of the services to be provided and the conditions under which the services are to be performed.
7. Figures quoted shall remain firm for forty-five (45) days or until acceptance of the offerers quoted and agreement signed.
8. Reserved Rights of the Town - The Town of Golden Beach reserves the right to accept or reject any or all proposals which they may deem to best serve the interest of the Town. The right is reserved to waived technicalities or informalities. Bidder warrants that prices, terms and conditions quoted on this proposal will be firm for acceptance for a period of forty-five (45) days firm date of bid opening.
9. Patent Indemnity - The successful bidder shall indemnify and save harmless the Town from and against all claims, suits, actions, damages or cause of action arising during the term of the resulting agreement for any personal injury, loss of life, or damage

to property sustained by reason or as a result of the performance of the work for which the agreement was entered into, or its agent, sub-consultants, employees, invitees, and all other persons, and from and against any orders, judgments or decrees which may be entered thereto and from and against all costs, attorney's fees, expenses and liabilities incurred in or by masons of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the agreement shall be deemed to affect the rights, privileges and immunities of the Town as set forth in the Florida Statutes 768.28.

10. The Town is exempted from State Sales Tax and Federal Excise Tax. Do not include tax in bid; Tax Exemption Certificate will be furnished upon request.

11. The Town of Golden Beach requires that any and all changes to the original contract shall be in writing and approved in advance by the Town Manager, followed by a written modification signed by both parties and approved by the Town Mayor and/or the Town of Golden Beach Council (if required).

12. Public Records - Upon award recommendation or ten (10) days after opening, Proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.

13. Payment will be accomplished by submission of invoice, in duplicate with itemization of all worked performed by location and mailed to:

Town of Golden Beach
One Golden Beach Drive
Golden Beach, Florida 33160

Once the Town representative has approved the invoices, payment will be made within thirty (30) days.

14. All labor, materials, supplies, and equipment shall comply with any and/or all applicable standards including OSHA and the safety and protection of the employees of the firm.

15. Obligations of the Town of Golden Beach - Upon award, the firm shall receive all instructions from the Town Manager or his/her designee (Town Representative).

16. Manner of Performance

The firm shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the Town. The firm shall coordinate its activities with the Town representative as not to conflict with any operation or activities scheduled by the Town.

The firm shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due. Copy of licenses should be submitted with the proposal.

The firm awarded this contract will provide an implementation schedule. This schedule must be submitted and approved by the Town representative in advance of commencing work.

Cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the Town.

Please make sure all forms and proposal sheets requiring signatures are completed, signed and returned in a sealed envelope marked on the outside **RFP # 2021-001 Disaster Recovery Services**. If submitting forms and proposal sheets electronically via the DemandStar E-Bid Process, choose the sealed option.

Failure to comply with these specifications and instructions will result in disqualification of your bid.

17. Evaluation of Proposals: Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth below:

- a. References
- b. Experience of the proposers business and employees of the business as it relates to disaster recovery services.
- c. Total Price
- d. The sufficiency of financial resources and ability of business to perform this contract.
- e. The ability, capacity and skill of the proposer and personnel to be assigned to this project to perform the services required.
- f. Company History
- g. Location of Business
- h. Methodology
- i. Completeness of technical submittal, conformance to specifications and approach to project.
- j. Such other information as may be requested or secured.

18. Interpretation of Documents- If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Specifications or Procedural documents, or finds discrepancies in or omissions in the Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. The purchasing department will

review the written request and decide if a addendum to the proposal needs to be issued. If an addendum is issued, it will be mailed or delivered to each person receiving a set of the proposal documents.

19. Conflict of Interest - The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the Town of Golden Beach. Further, all bidders must disclose the name of any Town of Golden Beach employee who owns, directly or indirectly, an interest in the proposers firm or any of its branches.

The Town of Golden Beach Specification for a RFP # 2021-001 Disaster Recovery Services

General Requirements

The primary goal of the Town of Golden Beach is to select a professional firm to remove as quickly as possible hazards to life and property resulting in the Town of Golden Beach. Clean up, demolition, and removal will be limited to: to eliminate immediate threats to life, public health and safety; eliminate immediate threats of significant damage to improved public or private property, and considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the designated represented of Town of Golden Beach.

Project Scope

The following is a listing of services and/or tasks to be provided by the Proposer to Town of Golden Beach:

- a. Emergency Road Clearance: If directed by the Town of Golden Beach the Proposer shall accomplish the cutting, tossing and/or pushing debris from primary transportation routes as identified by Town of Golden Beach. This operational scope of services shall be for the first 72 hours of the event. Once this task is accomplished, the following tasks will begin as required.
- b. Debris Removal from Public Property (Rights of Way): As identified and directed by the Town of Town of Golden Beach the Proposer shall accomplish the pick up and hauling of all eligible debris to a temporary debris staging location from public rights of way and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements. The Town of Golden Beach reserves the right to expand or decrease the type of roads to Proposer will collect from. The Proposer

shall provide the Town a daily map or list of roads documenting the first, second and third passes.

- a. Debris Removal from Public Property: The Proposer will operate beyond public rights of way only as identified by the Town of Golden Beach.
- b. Debris Removal from Private Property: The Proposer shall remove all eligible debris, as identified by the Town of Golden Beach. The Proposer will place debris collected through this process in the rights of way, where the debris will then be removed from public property.
- c. Estimate of Damage: The Proposer shall provide an estimate (dollar amount and cubic yard) of the amount of debris/damage caused by the event. The estimate shall include a proposed lean up schedule for debris and removal reduction.
- d. Hazardous Stumps: As identified by the Town of Golden Beach the Proposer shall remove all hazardous stumps that pose a threat to life, public health and safety and haul each stump to a temporary debris staging site. The stump will be ground down, unless deemed otherwise by the Town of Golden Beach.
- e. Restoration: As identified by the Town of Golden Beach the Proposer shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety. The Proposer shall repair any damage to the rights of way, pavement and storm water system and leave the site in a clean and neat condition as determined by the Town of Golden Beach.
- f. Temporary Debris Staging and Reduction Site: The Proposer will prepare and maintain a Temporary Debris Staging Site to accept and process all eligible storm debris, maintain approach and interior roads for entire period of debris hauling.
- g. Disaster Event Generated Hazardous Waste Abatement: The Proposer shall abate and dispose of all hazardous waste identified by the Town of Golden Beach in accordance with all local, State and federal laws.
- h. Documentation and Inspections: All storm debris shall be subject to inspection by the Town of Golden Beach.
- i. All activity associated with gathering and loading of debris, shall be performed during visible daylight hours, seven days a weeks, including holidays, until the work is complete.
- j. The Proposer may expect to encounter white goods available for disposal.

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PROPOSAL SUBMISSION LIST

RFP # 2021-001, Disaster Recovery Services

In addition to your proposal, the forms (pages) listed below are to be completed and submitted. Failure to do so will result in disqualification of your Proposal.

1. Request for Proposal (cover page)
2. Proposal Bid Form
3. Company Information
4. List of References/Experience
5. Proposer's Certification
6. Drug Free Workplace Certification

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PROPOSAL BID FORM
RFP # 2021-001, Disaster Recovery Services

Therefore, the undersigned, Hereinafter called the proposer, hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the specifications herein, propose to furnish all the labor, materials and services, without exception, for the Disaster Recovery Services.

Proposed cost, in figures and in words. \$ _____ per cubic yard

In Figures

\$ _____

In Words

Time for completion, after Notice to Proceed _____ days

Company Name (please print) Authorized Signature

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COMPANY INFORMATION

RFP # 2021-001 Disaster Recovery Services

IMPORTANT: This form must be returned with the Bid Proposal Form. **(Please Print or Type)**

Company Name: _____

Street Address: _____

Mailing Address: _____

City, State & Zip: _____

Phone No.: _____

Fax No.: _____

Type of Organization: _____

Federal ID or SS #: _____

Contact Person: _____

No. of Years in Business: _____

No. of Employees: _____

No. of Employees to be assigned or available for this contract: _____

No. of Clients your company is currently servicing: _____

Number of year's experience (combined) of employees to be assigned or available for this contract: _____

Company Name (please print) Authorized Signature

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LIST OF REFERENCES/EXPERIENCE
RFP # 2021-001, Disaster Recovery Services

IMPORTANT: This form must be returned with the bid proposal form.
The proposer shall complete the following listing references for similar services.

1. Name of the Company: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Date of Completion: _____
2. Name of the Company: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Date of Completion: _____
3. Name of the Company: _____
Address: _____
Contact Person: _____
Telephone Number: _____
Date of Completion: _____

Company Name (please print) Authorized Signature

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PROPOSERS CERTIFICATION, RFP # 2021-001 Disaster Recovery Services

I have carefully examined the Request for Proposal, Instructions for Bidders, Terms and Conditions, proposal forms and all other documents accompanying or made a part of this Request for Proposal. I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of forty-five (45) days in order to allow the Town adequate time to evaluate the proposals. I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and believe I further certify I am duly authorized to submit this proposal on behalf of the vendor/Consultant as its act and deed and that the vendor/Consultant is ready, willing and able to perform if awarded this RFP. I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of the Town of Golden Beach or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Sworn to and subscribed before me

By: this day of _____, 2007.

Signature

Name & Title, Typed or Printed Signature of Notary

Notary Public, State of _____

Mailing Address

City, State, Zip Code -or-

Personally Known _____

Produced Identification _____

Telephone Number

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DRUG FREE WORKPLACE CERTIFICATION
RFP # 2021-001 Disaster Recovery Services

In order to have a drug-free workplace, a business shall:

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

Company Name (please print) Authorized Signature