

**PRE-PROPOSAL MEETING AGENDA**

**CITY OF WINTER GARDEN  
EMERGENCY DEBRIS MONITORING  
RFP 24-003  
May 13, 2024**

1) SIGN-IN SHEET (This is a mandatory meeting so make sure you sign in – Contact and Company name required. By signing in, you are acknowledging you have attended this meeting, have read and understand this agenda, and have had an opportunity to ask questions concerning the project.)

2) PROJECT SCOPE OF WORK:

**The City of Winter Garden (City) is requesting proposals from qualified firms to assist in the monitoring of all aspects of disaster debris collection, processing and disposal operations on behalf of the City, ensuring compliance with the FEMA Public Assistance Debris Monitoring Guide, which is incorporated in the proposal by reference and other Federal requirements (including, but not limited to FHWA & OSHA) and the City’s applicant debris management plans as related to contractor operation, oversight, truck measurements/certification, accurate load tracking (ticket or electronic) preparation and issuing, monitoring (including GPS and photograph documentation), report preparation, project administration, and grant (reimbursement) management.**

**The debris monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tracking (ticket or electronic) at debris pick-up loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each disposal site licensed and permitted by the State of Florida, and support the operations of the field supervisor(s), debris loading and tower/site monitors, administrative and clerical staff, and grant management.**

3) SCHEDULE: **Upon a Federally Declared Event**

4) MANDATORY MINIMUM QUALIFICATIONS:

**The following mandatory minimum qualifications have been established. Subject to the City’s right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non- responsive and will not be considered for further evaluation.**

**1. The proposing firm must have at least eight (8) years of experience in disaster recovery monitoring and Federal grant management as a result of federally declared events in the State of Florida.**

**2. The proposing firm must provide evidence of successful completion of a minimum of five (5) projects for a public entity, within the last eight (8) years, involving monitoring the removal and processing of over 750,000 cubic yards of debris.**

**3. The proposing firm shall demonstrate on the date of submission, the ability to qualify for a \$1,000,000 performance bond by providing a letter from a surety to that effect.**

5) EVALUATION PROCEDURE:

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the following principal selection criteria:

<b>Criteria</b>	<b>Weight</b>	<b>Grade</b>	<b>Maximum Total</b>
Proposer's Experience	4	1 2 3 4 5	20
Operational Plan	2	1 2 3 4 5	10
Financial Stability	6	1 2 3 4 5	30
Price Proposal Schedule	6	1 2 3 4 5	30
M/WBE Utilization	2	1 3 5	10
<b>Total Possible Points To Be Earned</b>			<b>100</b>

6) Bonding:

Each proposal must be accompanied by a letter from a surety verifying the Proposer's bonding capacity of \$1,000,000. Upon receipt of a Notice to Proceed from the City, the awarded Contractor shall be required to furnish a Payment and Performance Bond in the amount equal to one hundred twenty percent (120%) of the estimated cost of the services to be rendered.

7) SPECIAL CONDITIONS: Where applicable, please ensure compliance

- |   |  |
|---|--|
| <b>1. Access to Records</b>   | <b>17. FHWA Requirements</b>                                       |
| <b>2. Americans with Disabilities Act of 1990 ("ADA")</b>             | <b>18. Hurricane &amp; Disaster Relief Funding</b>                 |
| <b>3. Anti-Kickback</b>   | <b>19. Indemnity of Funding Entities</b>                           |
| <b>4. Buy America Requirements</b>                                    | <b>20. Interest in Contract</b>                                    |
| <b>5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)</b> | <b>21. Lobbying Activities</b>                                     |
| <b>6. Contract Work Hours and Safety Standards Act</b>                | <b>22. National Environmental Policy Act</b>                       |
| <b>7. Convicted Vendor List</b>                                       | <b>23. Prohibition on Convict Labor</b>                            |
| <b>8. Davis-Bacon Act</b>   | <b>24. Record Retention</b>  |
| <b>9. Debarment &amp; Ineligibility</b>                               | <b>25. Reporting Requirements: Patent &amp; Copyrights</b>         |
| <b>10. Disadvantaged Business Enterprise Program</b>                  | <b>26. Rights to Inventions Made Under a Contract or Agreement</b> |
| <b>11. Discriminatory Vendor List</b>                                 | <b>27. State and Federal Law; Inclusion in Subcontracts</b>        |
| <b>12. Energy Efficiency</b>  | <b>28. Subcontracting &amp; Payment to Subcontractors</b>          |
| <b>13. Environment Regulations</b>                                    | <b>29. Suspension &amp; Debarment</b>                              |
| <b>14. Equal Employment Opportunity</b>                               | <b>30. Termination for Convenience</b>                             |
| <b>15. E-Verify Program</b>   | <b>31. Title VI Compliance</b>                                     |
| <b>16. Fees &amp; Commissions</b>                                     |  |

8) **FEDERAL GRANT MANAGEMENT:**

**Contractor shall have experience and be ready to assist City with all aspects of Federal grant management, which shall consist of the following tasks as directed by City: (a) attend the applicant briefing and kick off meeting with the client; (b) assist the City with damage and eligibility assessment (DDIR, etc.); (c) identification of hazard mitigation opportunities; (d) preparation of scopes of work for eligible repairs; (e) preparation of project worksheets and subsequent required documentation; (f) preparation for project closeout and audits; and (g) writing appeals and representing the City when necessary.**

9) **PROPOSAL PRICES:**

**Shall be for fixed price work or products, including all prices for equipment, labor, and materials required to perform the work or deliver the product(s) specified herein. The Proposer, having familiarized itself with the local conditions, and conditions listed herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Garden.**

10) **CONTRACT AWARD:**

**The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City after considering the criteria set forth in the RFP. The City also reserves the right to reject any Proposer who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature with other governmental entities or who, in the City's opinion, is not in a position to perform properly under the intended contract award. The City reserves the right to waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion. Additionally, the City reserves the right to reject all Proposers at any time prior to execution of a contract and to resolicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Proposer. A recommendation of contract award does not constitute a contract. The award of contract to the selected respondent is subject to City Commission approval and the execution of a contract with terms acceptable to the City. The city staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Proposers differently than recommended by the City staff.**

**All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.**

**Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.**

**Further, each proposal will be evaluated for full compliance with the RFP instructions to the proposers and the terms and conditions set forth within the RFP document. The City will consider the factors set forth in the City of Winter Garden Purchasing Manual in making**

determinations on the responsibility and responsiveness of proposers and proposals. Proposals will be scored and ranked in accordance with the weighting and grade specified in Section V, Evaluation Procedure. The City is not obligated to make an award to the Proposer with the lowest bid or price submitted. Proposals will be evaluated and an award made to that Proposer who is determined to be responsible and responsive to this Request for Proposal and whose proposal is the most advantageous to the City in terms of price, quality of service, the Proposer's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposal and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

11) ADDENDA:

Addendums will be posted on the City's website. All Proposers should check the City's website or contact Public Services at least seven (7) calendar days before the due date to verify information regarding Addenda. The City of Winter Garden, in its sole discretion, may delay and change the scheduled due dates.

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the proposal response.

12) RESPONSES DUE:

Proposals will be received at the City Hall Reception Desk, 300 West Plant Street, Winter Garden, Florida 34787, until 2:00 p.m. on June 3, 2024. It is the Proposer's responsibility to ensure that your proposal is delivered at the proper time to the Reception Desk. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted.

13) Questions from prospective Proposers:

*(Space above reserved for recording information)*

**PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND**  
(Section 255.05, Fla. Stat.)

CONTRACTOR (the "Principal"): \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Principal Business Address of Contractor)

\_\_\_\_\_  
(Telephone Number of Contractor)

SURETY: \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Business Address of Surety)

\_\_\_\_\_  
(Telephone Number of Surety)

CONTRACTING PUBLIC ENTITY (the "CITY"):

**City of Winter Garden**  
**300 West Plant Street**  
**Winter Garden, Florida 34787**  
**(407) 656-4111**

Contract or Project number and/or reference: \_\_\_\_\_

Legal Description or street address of property being improved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Improvements:

\_\_\_\_\_  
\_\_\_\_\_

BY THIS PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND (the "Bond"), and pursuant to those provisions set forth within § 255.05, Florida Statutes, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the CITY OF WINTER GARDEN, a Florida municipal corporation (the "CITY"), in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly and properly performs the contract including all its incorporated documents (the "Contract Documents") dated \_\_\_\_\_, between Principal and CITY for construction of \_\_\_\_\_, the Contract Documents being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, furnishing labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and
3. Pays CITY all losses, damages, expenses, costs, and attorneys' fees, experts' fees and other litigation expenses including at all trial and appellate proceedings, that CITY sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee and warranty of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions contained within Section 255.05, Florida Statutes.

Any changes in or under the Contract Documents (which include, by way of example, but not a limitation, unilateral or directive change orders and bilateral change orders, changes to the plans, drawings and specifications, and increases or decreases in quantity of units or the scope of work) and compliance or noncompliance with any formalities connected with the Contract Documents or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with changes or other modifications to the Contract Documents so that the Penal Sum shall at all times represents a sum equal to 120% of the Contract Sum (or Contract Price).

The performance bond and the payment bond portions of this Bond are each covered separate and distinct from each other so that claims or sums paid by Surety under the payment bond portion does not affect the Penal Sum for the performance bond portion and vice versa. This Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights to the CITY more expansive than as required by statute.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents during the period in which this Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees, experts' fees and

other litigation expenses at all trial and appellate levels) resulting from any failure to perform up to the amount of the Penal Sum. This paragraph shall survive the termination or cancellation of this Bond.

In the event that the Surety fails to fulfill its obligations under this Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs and experts' fees for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract Documents entered into by CITY and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract Documents granted by CITY to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract Documents as a result of any proceeding initiated under the federal bankruptcy laws, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_(number) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

	_____
	Principal
By: _____	By: _____
(Principal) Secretary	
Name: _____	Name: _____
(Print or Type)	(Print or Type)
	Title: _____
	Address: _____
	City/State/Zip _____

\_\_\_\_\_  
Witness to Principal  
Name: \_\_\_\_\_  
(Print or Type)

(CORPORATE SEAL)

\_\_\_\_\_  
Witness to Principal  
Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
Witness as to Surety

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

Name: \_\_\_\_\_  
(Print or Type)

City/State/Zip \_\_\_\_\_

(CORPORATE SEAL)

**NOTE:** Date of the Bond must not be prior to the date of the Contract. If CONTRACTOR is a partnership, all partners should execute the BOND. As set forth in Section 255.05, Florida Statutes, the Principal shall record this Bond in the public records of Orange County, Florida, and provide the CITY with a certified copy of the recorded version; however, Principal's failure to do so shall not invalidate the City's protections under this Bond.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Florida, unless otherwise specifically approved in writing by the CITY.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of "Surety."