

THE TOWN OF FORT MYERS BEACH



REQUEST FOR PROPOSAL

Stormwater Maintenance and Repair

FOR THE TOWN OF FORT MYERS BEACH

RFP-23-03-UT

Issued: October 29, 2022

Proposals Due: THURSDAY, November 17, 2022

2:00 p.m. EST

Prepared by:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

TOWN OF FORT MYERS BEACH, FLORIDA

RFP-23-03-UT

The Town of Fort Myers Beach, Florida invites qualified firms to submit proposals to provide:

Stormwater Maintenance and Repair

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Fort Myers Beach, Florida (the "Town") will receive sealed proposals until **2:00 p.m.** (local), **Thursday, November 17, 2022** in Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931.

The Town's contact person for this RFP is:

Contracts Manager

2525 Estero Boulevard

Fort Myers Beach, Florida 33931

Telephone: 239-765-0202

Email: Bids@fortmyersbeachfl.gov

RFP documents may be obtained via the Internet at the Town of Fort Myers Beach website at www.fortmyersbeachfl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Contracts Manager (an additional charge will apply). See Part II, Section H of the RFP for information regarding submitting a proposal.

This solicitation may be cancelled, or any or all bids or proposal may be rejected in whole or in part with our without cause.

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B.	General Information	1
C	Scope of Work	2
D	Technical Requirements	4
E	Insurance and Licenses	4

Part II	General Information	5
A	Definitions	5
B	Invitation to Propose; Purpose	5
C	Contract Awards	5
D	Proposal Costs	6
E	Inquiries	6
F	Delays	6
G.	Pre-proposal Meeting	6
H	Proposal Submission	6
I	Proposal Format	7
J	Proposal – Procedural Information	9
K	Public Records	9
L	Irregularities; Rejection of Proposals	10
M	Evaluation Method and Criteria	10
N	Representations and Warranties	11
O	Town Contract	12

Exhibits	Forms	Page
RFP Form A. Qualifications Statement		1
RFP Form B. Reference Form		3
RFP Form C. Price Proposal Form		4
RFP Form D. Proposer's Certification		6

Appendix

Appendix A. _____	A-1
-------------------	-----

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Fort Myers Beach is a seaside community with a permanent population of about 6,000 that increases to approximately 40,000 during the winter season. The Town is approximately 7 miles long with the Gulf of Mexico to the west and the Estero Bay to the east. The Town seeks to hire a contractor to perform stormwater maintenance and repair.

B. GENERAL INFORMATION

The Town is seeking to enter into a three (3) year agreement with two (2) additional one (1) year optional extension periods.

59 – curb inlets 504 – catch basins (various types) 7 – junction boxes 6 – skimmer box 95 – major outfalls (6” up to 30”) 9.12 miles of drain pipe/48.178 linear feet – includes culverts (majority of pipe is rcp material)

C. SCOPE OF WORK

The Proposer shall furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair and televising and video recording of all stormwater drains. The Proposer shall bear all costs associated with the Project.

Stormwater cleaning shall be performed with hydraulically propelled or mechanically operated cleaning equipment. Selection of equipment shall be based on field conditions, taking into account all relevant factors such as, by example and not limitation, type and quantity of debris to be removed, size of pipe, depth of flow and the like.

Television inspection and video recording of all sewer and storm drains shall be required for the documentation of various field conditions and activities as directed by the TOWN’s representative.

Stormwater pipe joint sealing shall be accomplished by the injection of chemical sealing materials into and/or through the joints from within the pipe.

The DELIVERABLES shall include the cost of:

1. Meetings with Town staff to discuss Stormwater drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Storm Drains.

D. *TECHNICAL REQUIREMENTS*

Minimum Requirements

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

- 1)The Proposer shall be authorized to do business in Florida and Lee County.
- 2)The Proposer shall have a minimum of (3) Years' Experience in the Storm Drain Cleaning Industry.
- 3)The Proposer shall have verified references from the past (2) Years' or present contracts for services similar to the services requested herein.

Means and Methods of Work

High-velocity jet (hydro cleaning) equipment: all high-velocity/storm cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel, with a minimum of 600 feet of jet hose.

During storm cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the storm line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. The Town of Fort Myers Beach will provide the fire hydrant and The Proposer will be required to pay for the water usage. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the TOWN'S representative. The equipment shall be capable of moving dirt, grease, rocks, sand, and other materials and obstructions from the stormwater drains. If cleaning of an entire section cannot be successfully performed, the equipment shall be set up on the other end and cleaning again attempted. If successful cleaning cannot be performed or the equipment fails to traverse the entire pipe length proposed for cleaning, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to ensure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines, winched using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used at the option of the Proposer.

To aid in the removal of roots and at the option of the Proposer, sections that have root intrusion may be treated with an approved herbicide. The application of the herbicide to the root shall be done in accordance with the manufacturer's recommendations and specifications and in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the TOWN shall be replaced by the Proposer at no cost to TOWN. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream inlet or junction box of the section being cleaned. Passing material from section to section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

All debris, whether solids or semisolids, resulting from the Work shall be removed from the site and disposed of by the Proposer in a legal and sanitary manner. Under no circumstances will the Proposer be allowed to accumulate debris on the Work site or in the area of the Work.

Televising: Proposer shall be capable of televising, recording and cleaning of stormwater pipes a minimum of 500 feet in length.

After cleaning, the sections shall be visually inspected by Proposer by means of closed-circuit television. The inspection will be done one section at a time and the flow in the section being inspected will be suitably controlled as specified.

The closed circuit television ("CCTV") camera system used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the CCTV camera shall be suitable to allow a clear bright sharp picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The CCTV camera, television monitor, and other components of the video system shall be capable of producing picture quality with a minimum of 460 lines for camera and 500 lines for monitor, with the line resolution free from distribution or any form of picture imperfection to the satisfaction of the TOWN; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection. All of the CCTV and video system equipment shall be no older than five years old.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the storm line condition. In no case will the CCTV camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer/storm conditions shall be used to move the camera through the sewer/storm line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Proposer shall set up the equipment so that the inspection can be performed from the opposite end. On lines which have sags or dips, to an extent that the CCTV camera lens becomes submerged for three (3) or more feet during the television inspection, the Proposer shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through squeegees and/or sponges shall be performed until the CCTV camera lens will no longer be submerged, except that this requirement may be waived by the TOWN if the water in which the camera lens is submerged is clear enough to allow the identification of pipe defects, cracks, holes and location of service connections.

Acceptance of stormwater drain cleaning shall be upon the successful completion of the television inspection and shall be to the satisfaction of the TOWN. If any inspection shows the cleaning to be unsatisfactory, the Proposer shall be required to re-clean and re-inspect the stormwater drain until the cleaning is shown to be satisfactory to the Town.

When manually operated winches are used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpretation for depth will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the TOWN'S representative.

Television inspection logs: printed location records shall be kept by the Proposer and shall clearly show the location in relation to an adjacent inlet or junction box of each problem area observed during inspection. In addition, other points of significance such as locations of unusual conditions, roots, storm sewer/storm connections, broken pipe, presence of scale and other discernible features shall be recorded and a copy of such records shall be supplied to the TOWN.

Video Recordings: the purpose of video recording shall be to supply a visual and audio record of problem areas. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features shall be supplied by the PROPOSER. Recordings shall be provided to the Town on DVD disks (2 copies) in protective hard plastic cases. All of the DVD disks shall become property of the TOWN.

Barnacle cleaning at storm drainage outfalls: When requested, the Contractor shall clean the barnacles from the designated pipe outfall extending 10 feet upstream from the outfall outlet point. Care shall be taken during the cleaning not to damage the existing pipe. Contractor is responsible for the means and methods to clean the barnacles to the satisfaction of the TOWN representative.

E. **INSURANCE AND LICENSES**

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. Workers' Compensation Insurance to comply for all employees for statutory limits in compliance with the applicable State and Federal laws;
2. Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
3. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000;
4. Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Fort Myers Beach as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

- F. **E-Verify. *As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract.

The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

END OF PART I

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Fort Myers Beach, Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Contracts Manager
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
Telephone: 239-765-0202 ext. 1401
Email: bids@fortmyersbeachfl.gov

B. INVITATION TO PROPOSE: PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Council anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Council approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Contracts Manager at

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

bids@fortmyersbeachfl.gov. Please mark the correspondence “RFP-23-03-UT QUESTION”.

The Town will respond to written inquiries received no later than 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. **DELAYS**

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. **PRE-PROPOSAL MEETING** No pre-proposal meeting is scheduled.

H. **PROPOSAL SUBMISSION**

Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **2:00 PM Eastern Standard Time, on Thursday, 17, 2022.**

All Proposals shall be in a sealed envelope clearly marked – “**Stormwater Maintenance and Repair, RFP-23-03-UT**”. For proper identification, Respondent’s complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and will remain unopened. Proposals received by telephone, telegraph and/or e-mail will not be accepted.

Proposals will be opened day, **Thursday, 17, 2022** at Town Hall, Council Chambers, 2525 Estero Boulevard, Fort Myers Beach, FL 33931. The Town’s selection meeting dates, if applicable, will be posted at Town Hall and/or listed on the Town website at www.fortmyersbeachfl.gov or contact the Town (239) 765-0202 ext. 1401.

It is the Respondent’s responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or site visits.

I. **PROPOSAL FORMAT**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal (Statement of Qualifications)
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

9. Addenda (if applicable)

The Proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Proposer should include a signed copy of each addendum in the proposal package.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

J. PROPOSAL – Procedural Information

1. **Interviews:**
The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.
2. **Request for Additional Information:**
The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. **Proposals Binding:**
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.
4. **Alternate Proposals:**
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.
5. **Proposer's Certification Form:**
Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, AMY@FORTMYERSBEACHFL.GOV, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include, but is not limited to, consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal;
- L. past history of meeting required time frames; and
- M. approach to work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection advisory committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Council and the Town Council shall make a final award. The Town Manager, the Committee or the Town Council may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

- 1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
- 2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
- 3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
- 4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.

Stormwater Maintenance and Repair

Town of Fort Myers Beach RFP-23-03-UT

Part II –General Information

5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Lee County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Town of Fort Myers Beach RFP-23-03-UT

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM**Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.*****THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Storm Drain	Linear feet for evaluation purposes only	Price Per Foot	OR Hourly Rate
Televise 10" to 15" Storm Drain	16,000		\$____/Hour
Televise 18" to 24" Storm Drain	16,000		\$____/Hour
Televise 30" to 42" Storm Drain	16,000		\$____/Hour
Clean 10" to 15" Storm Drain	16,000	\$	\$____/Hour
Clean 18" to 24" Storm Drain	16,000	\$	\$____/Hour
Clean 30" to 42" Storm Drain	16,000	\$	\$____/Hour
Total	200,000	\$	\$____/Hour
Outfall Barnacle Removal	Outfall numbers are for evaluation purposes Only	Price Per Outfall	OR Hourly Rate
Remove Barnacles 30" to 42" Storm Drain	29	\$	\$____/Hour
Remove Barnacles 10"to 29"" Storm Drain	30	\$	\$____/Hour
Total	59	\$	\$____/Hour
Total Project Cost: \$ _____			

Instructions: Show the project cost for each deliverable your firm will provide per the requested

Town of Fort Myers Beach RFP-23-03-UT

scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Unit Price Cost shall include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Total Unit Price Cost shall include the cost of:

1. Meetings with Town staff to discuss Stormwater Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Stormwater Drains.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, linear foot rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Linear Foot Rate</u>
Add rows as necessary	

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under

Town of Fort Myers Beach RFP-23-03-UT

oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address