



**TOWN OF WINDERMERE**  
**REQUEST FOR PROPOSALS**  
**RFP: #2021-06 SWALE MAINTENANCE AND**  
**RELATED SERVICES**

**RESPONSES ARE DUE BY September 13, 2021 3:00 PM**

**MAIL OR DELIVER RESPONSES TO:**

ATT: Tonya Elliott Moore, Public Works Director  
614 Main St.  
Windermere, FL 34786

**Hand Deliver**

501 Forest St.  
Windermere, FL 34786

**CONTACT:**

Tonya Elliott Moore, Public Works Director  
614 Main St.  
Windermere, FL 34786  
Phone: (407) 876-6480, Fax (407) 876-0103  
Email: [tmoore@town.windermere.fl.us](mailto:tmoore@town.windermere.fl.us)

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

## 1. OVERVIEW

At the date and time specified on the cover sheet, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.

The Town of Windermere requests qualified swale and ditch maintenance contractors, with Florida specific expertise, to submit proposals for an on-going, annual swale maintenance program for the Town of Windermere for period of one year beginning with the fiscal year starting October 1, 2021 and ending with fiscal year September 30, 2022. The purpose of this is to ensure the Town's swales are properly maintained and functioning appropriately to protect the Town during heavy rainfall, storms, and natural disasters.

Contractors interested in providing this service are instructed to submit three (3) bound copies and one (1) electronic copy (Flash Drive: PDF Format) of their qualifications and plan pertinent to the scope of work prior to September 13, 2021 3pm Eastern Standard Time, to the attention of Tonya Elliott Moore, Public Works Director, 614 Main St. Windermere, FL 34786. Qualification documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, or take any other such actions that may be deemed to be in the best interest of the Town of Windermere. The Town of Windermere is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

## **2. SUBMISSION REQUIREMENTS:**

Contractors are invited to submit qualifications and plan documents to the Town of Windermere for Swale Maintenance and Related Services.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at [www.town.windermere.fl.us](http://www.town.windermere.fl.us). All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Tonya Elliott Moore, Public Works Director, by email [tmoore@town.windermere.fl.us](mailto:tmoore@town.windermere.fl.us). Any addenda to this RFP shall be made on the Town web site. It is the sole responsibility of those submitting an RFP to check the web site for addendums. These questions are due by August 23, 2021 5pm. Final addenda will be posted by August 31, 2021 5pm.

Proposers must submit three (3) bound copies, and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP 2021-06 Swale Maintenance and Related Services." addressed and delivered to:

**Attn: Tonya Elliott Moore, Public Works Director  
614 Main Street  
Windermere, FL 34786**

All qualifications must be received by Tonya Elliott Moore before 3:00pm September 13, 2021. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere reserves the right to reject any and all proposals, to waive informalities in any or all qualification documents, to re-advertise for RFP's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Town of Windermere.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP, we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

## 3. Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	August 23, 2021
Technical Questions Due to the Town (written)	August 27, 2021 5pm
Responses to Questions Due from the Town	August 31, 2021 5pm
Proposals Due to the Town	September 13, 2021
Selection Committee	September 30, 2021
Contract Negotiated with Town	October 5, 2021
Board Approval of Qualified Vendor	October 12, 2021

- The Town reserves the right to alter scheduled dates if necessary

## 4. Instructions to Respondents

### 4.01 Description

Town of Windermere is seeking contractors to perform Swale Maintenance Services

### 4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

### 4.03 Disqualification of Respondents

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any Town Council Member or any Town staff authorized to act on behalf of the Council to award a particular contract (Selection Committee Member, etc.)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Council if requested, and protest hearings.

The provisions of this section shall terminate at time of award of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

## **4.04 EXAMINATION OF RFP DOCUMENTS**

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the Public Works Director in writing prior to the Response Question Due Date.

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

## **4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before August 23, 2021 will be given consideration. Any changes or interruption will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site [www.town.windermere.fl.us](http://www.town.windermere.fl.us). Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFP will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFP.

## **4.06 GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

## **4.07 SIGNATURE OF RESPONDENT**

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

## **4.08 COST OF PROPOSAL**

The Town of Windermere assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting firm or team of firms.

## 5. Scope of Services

### PROJECT SCOPE

The purpose of this contract is to provide the Town of Windermere with swale and ditch cleaning/digging and related services by the CONTRACTOR. It is the intent of the maintenance to reestablish swales, ditches and ponds back to designed invert and pond bottom elevations. The elevations will be established based on previously permitted designed elevations and pipe inverts already established. The CONTRACTOR shall provide all equipment as needed or specified within this contract to complete the services as required by the Town.

The estimated quantities cited on the bid tabulation sheet are only estimates and the Town may use any quantities to best suit the needs that may arise throughout the term of this Agreement.

This work shall be provided to the Town on an as-needed basis. No quantities are guaranteed as part of this contract and the locations shall vary throughout the Town.

As part of this contract the CONTRACTOR may be required to supply and install sod on all the disturbed areas per the specifications as outlined in this contract.

The services shall be provided as follows:

- Per linear foot, the CONTRACTOR shall supply the trucks to haul the overburden material.
- When work is ordered by the unit of linear foot the depth shall be based on digging in one (1) foot increments.
- The above method can be ordered with or without sod.

As the work requires the CONTRACTOR to haul the overburden material, this material becomes the property of the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to properly dispose of the material at no additional cost to the Town.

It shall be the responsibility of the CONTRACTOR to ensure that all control measures are made for adequate management of erosion, sedimentation, dust, and debris during all phases of the operation.

Mobilization/demobilization shall be included with the unit grade-all services cost.

All work shall be completed before the CONTRACTOR de-mobilizes the equipment unless otherwise agreed upon by the Town.

If there is a drop off of more than one (1) inch at the edge of the road that is to be left overnight the CONTRACTOR shall be responsible to install lighted barricades or lighted barrels.



# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

All activities shall be performed meeting the requirements of Federal, State and local environmental standards and laws. Erosion and water pollution control shall be accomplished, meeting the requirements of the 2010 or latest version of the Florida Department of Transportation (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," Section 10. Any Maintenance permits from SFWMD will be the responsibility of the CONTRACTOR

## **Description of Work**

The CONTRACTOR shall be responsible to remove overburden and reshape the swales/ditches within the Town of Windemere Town Limits. The Town shall provide a map with the pinpoint locations of the swales within the Town. The CONTRACTOR is responsible for all lay out of the work and establishment of previously designed elevations. It is the intent of the maintenance to re-establish swales, ditches and ponds back to designed invert and pond bottom elevations. The elevations will be established based on previously permitted designed elevations and pipe inverts. The CONTRACTOR shall reshape the areas with the proper line and grade as instructed by the Town and so as to provide for positive flow of the drainage water. If at any time the CONTRACTOR feels that the line and grade requested will not allow for proper flow of drainage water, they shall contact the Town before proceeding with any other work.

The CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. At a minimum the CONTRACTOR shall provide a rubber tire telescopic excavator. The minimum allowed bucket shall be  $\frac{3}{4}$  yard in size.

## **1. Qualification/Experience requirements:**

The Respondent must submit qualification/experience.

### **a. Respondents must demonstrate the following:**

- The contractor must be established as a legal entity and the principals of the firm must have minimum of ten (10) years' experience in the removal of sediment, and proper long term maintenance of swales and ditches. Additionally, they must have the ability to excavate and remove excess material from ditches and from around fixtures within the limits of the excavation. Reshape ditches in conformance with the lines, grades, and typical cross-sections shown on the plans or as directed. Dispose of excess material in accordance with applicable federal, state, and local regulations. Maintain ditch drainage during cleaning and reshaping work
- Provide a bio and resume relative to direct experience with ditch/swale maintenance

### **b. Records**

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

## 2. FEES FOR SERVICES

**DESCRIPTION**

**UNIT PRICE PER LINEAR FOOT**

GRADE-ALL SERVICES\*

Per linear foot removal, CONTRACTOR to haul the material      \$ \_\_\_\_\_  
Per Hour

(Based on 14 feet wide and one (1) foot deep increments) Per Foot

\* Mobilization and demobilization shall be included with unit grade-all services cost.

**SOD INSTALLED:**

Description	Unit	Unit	Unit
TYPE OF SOD	0-5,000 sq. ft. /Task Order	5,001-10,000 sq. ft. /Task Order	Over 10,000 sq. ft. /Task order
<b>Bahia</b>	per sq. ft	per sq. ft	per sq. ft
<b>St. Augustine</b>	per sq. ft	per sq. ft	per sq. ft
<b>Watering of sod</b>	per sq. ft	per sq. ft	per sq. ft

**EQUIPMENT:** The contractor shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. At a minimum the contractor shall provide a rubber tire telescopic excavator. The minimum allowed bucket shall be ¾ yard in size.

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

## 3. EVALUATION/PROPOSAL FORMAT

Qualification documents will be evaluated on the basis of Scope of Services listed.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in Swale/Ditch Cleaning and Digging and Related Services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All proposal documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with RFP 2021-06 Swale Maintenance and Related Services to facilitate effective evaluation by the Town, qualification documents shall be limited to 25 pages. MBE/WBE/DBE certificate(s), other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non responsive and will not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References
4. Service Approach
5. Cost proposal
6. Required Forms
  - a. Response Cover
  - b. Hold Harmless Agreement
  - c. Certificate of Insurance
  - d. Non Collusion Affidavit
  - e. Drug Free Workplace Form

Required Forms do not count against 25 page max.

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the Town. Proposals will be evaluated based on the following criteria:

1. Overall quality of service based on CONTRACTOR-supplied references and independent research by the Town.
2. Adherent to the terms and conditions of the solicitation
3. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
4. Proposed costs/fee schedule
5. Other relevant criteria

## **4. Indemnification and Insurance**

### **i. Indemnification and Hold Harmless**

The Respondent agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

### **ii. Insurance Requirements**

Respondent must provide a certificate of insurance with their response.

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

RESPONSE TO:

**RFP 2021-06 SWALE MAINTENANCE AND RELATED SERVICES**  
**TONYA ELLIOTT MOORE, PUBLIC WORKS DIRECTOR**  
**614 MAIN ST. WINDERMERE, FL 34786**

I acknowledge receipt of any/all Addenda: \_\_\_\_\_

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

\_\_\_\_\_ TELEPHONE \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires \_\_\_\_\_

RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

**HOLD HARMLESS AGREEMENT**

I \_\_\_\_\_ (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES**

---

**NON-COLLUSION AFFIDAVIT**

I \_\_\_\_\_ (Respondent) of the firm of \_\_\_\_\_ (Respondent Firm Name) responded to the notice for calling for qualification for Swale Maintenance and Related Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# RFP #2021-06 SWALE MAINTENANCE AND RELATED SERVICES

---

## DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, 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 an employee 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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness