

**EMERGENCY DEBRIS REMOVAL  
(STANDBY CONTRACT)**



**BID #: SW 35-13**

**BID OPENS: August 22, 2013, @ 3:05, P.M.**

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:05 p.m.** (local time) **August 22, 2013**, for **Emergency Debris Removal (Standby Contract)**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted.

There will be a **mandatory pre-conference** on **August 14, 2013 @ 11:00 a.m.** (CST) to discuss the scope of work and answer questions. The meeting will be held at the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., 3<sup>rd</sup> Floor Board Room, Ft. Walton Beach FL 32547. **You must attend this pre-bid conference in order to submit a bid.**

At 3:05 p.m. (local time) August 22, 2013, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and **"Bid on Emergency Debris Removal (Standby Contract) to be opened @ 3:05 P.M., August 22, 2013.** The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to make outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court  
Attn: Gary Stanford  
Okaloosa County Finance  
302 N. Wilson St., #203  
Crestview FL 32536

\_\_\_\_\_  
Richard L Brannon  
Purchasing Director

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don R. Amunds  
Chairman

# SPECIFICATIONS

**BID #:** SW 35 -13

**BID ITEM:** EMERGENCY DEBRIS REMOVAL (STANDBY CONTRACT)

The purpose of this document is to solicit bids from qualified contractors for the removal of debris generated as a result of damage sustained to a disaster (natural or otherwise) occurring in Okaloosa County. The resulting contract will be activated in the event of a disaster. Each City entity qualifies to use this contract and to enter into a stand alone contract with the low bidder meeting specifications.

**A. OBJECTIVES:** Inherent within this plan are:

1. Fast mobilization and high removal capacity.
2. Environmentally acceptable handling and removal of debris.
3. Minimization of impact to surrounding residential and business communities.
4. Efficient handling and removal (the contractor shall have sufficient crews and equipment to remove all debris in a timely manner).
5. Contractor must show ability to comply with all FEMA procedures and documentation requirements.

**B. EQUIPMENT:** Will be mobilized to designated zones (see attached map) for debris removal. Each contractor furnished crew will consist of a minimum of:

Yes \_\_\_\_\_ No \_\_\_\_\_  
Contractor Initial Above

1. One (1) mobile knuckle boom loader.
2. Five (5) 20-cubic yard trucks or three (3) 40-cubic yard tandems or any combination of trucks meeting a 100 cubic yard capacity.
3. Necessary personnel to issue safe operation and traffic control.
4. If equipment is operated in a manner causing traffic to be stopped, **a minimum of one (1) flagman** will be furnished with each crew.
5. In the event equipment assigned to a designated area breaks down, it will be repaired within 24 hours.

**C. ACCESS:** - The County will make every effort to guarantee access to County approved sites (one North County – one South County; see map). The contractor will provide equipment and personnel to offload loaded trucks at the County approved sites.

**D. ALTERNATE WORK WITH THE CONTRACTOR TO FIND OTHER SITES:** In the event other locations are required, Okaloosa County will coordinate these locations and negotiate a hauling rate based on mileage.

- E. HAZARDOUS WASTE:** Any hazardous waste found shall be segregated from other debris, secured and set aside, and the County/Entity notified. The contractor shall be responsible for removal and transportation.
- F. DEBRIS REMOVAL:** Debris removal shall be limited to the following categories (the contractor will make a continuous effort to separate):
1. Burnable/grindable – trees, vegetation, miscellaneous lumber, wood waste, etc. (treated lumber; docks, walk ways etc. cannot be ground or burned).
  2. Construction/Demolition debris – miscellaneous concrete items, metal, shingles, plaster, glass, furniture, etc.
  3. White goods – stoves, refrigerators, dryers, water heaters, etc.
  4. Tires.
  5. **NO Household Garbage.**
  6. Failure to separate as above can result in contract termination.
- G. GRINDING:** The County/other entities will require the services of grinders. On the bid sheet, quote a per ton price for grinding. If grinding is required, the contractor will make every effort to adhere to all safety requirements and will make every effort to protect the grinding site from damage.
- H. HOURS OF OPERATION:** Unless otherwise directed by the County/Entity, no work shall be done on Sunday or between the hours of 10:00 p.m. – Sunrise. (Exception can be negotiated with Staff).
- I. HAUL DISTANCE:**
1. Haul distance for each zone reflects the distance from the approximate center of each zone to the approved site. No differential payment will be made for pick - ups anywhere else within the zone.
  2. The County/Entity reserve the option to divide existing zones or create new zones on an "as needed" basis as the situation demands.
- J. METHOD OF REMOVAL:**
1. Debris can only be removed from public property, i.e., the right-of-way easement. Permission to do otherwise must be obtained from the County/Entity Project Manager. The contractor shall leave all standing trees and vegetation intact.
  2. All debris specified must be removed.
  3. All crawler or tracked vehicles must have pads to prevent pavement damage.
  4. Any cavity or hole resulting from debris removal shall be rough graded to remove hazardous conditions.

5. Backfill material and all work necessary to backfill and grade shall be included in the price of debris removal.
6. The County/Entity Project Manager may prioritize work areas within the zones. If so, the contractor shall cooperate and respond according to the County/Entity priority list.
7. All loose debris (such as tree limbs) shall be compacted on the hauling vehicle by the use of loading equipment.
8. All debris extending beyond the truck in any horizontal direction shall be cut off even with the truck or removed.
9. Adequate means of containing loads while transporting will be provided. **Debris must be prevented from being blown or bounced off** transport vehicles. All trucks must be equipped with a tailgate.
10. Paved areas must be cleaned to the satisfaction of the Project Manager after clearing.
11. Areas repaired by the contractor, such as ruts and gouges, shall be repaired to original condition.
12. Daily reports shall be submitted to County/Entity representatives showing roads during the past 24 hours.
13. Tree trunks must be cut in ten (10) foot lengths or shorter.
14. Multiple passes through roads/neighborhoods may be required by the Project Manager.
15. The County/other entity shall have a monitor with each crew and will have a monitor in the unloading area.

**K. STORAGE OF EQUIPMENT:** The contractor shall be responsible for locating areas in which to store their equipment. Such areas shall not be located within right-of-ways or in areas which create a traffic/safety hazard.

**L. PROPERTY PROTECTION:**

1. The contractor shall use every method at their disposal to protect all properties they are working on/around. If the County/Entity Project Manager finds unnecessary damage to properties (public or private), the County/Entity shall invoke its authority to immediately terminate the contract and pay the contractor for work completed to date. The termination shall be effective **immediately** upon written notice by the County/Entity to the contractor.
2. The contractor will take care and assume responsibility for any damage cause.
3. The contractor shall be held responsible for repairing or replacing property to the satisfaction of the County/Government Entity which is damaged by the contractor.

4. The contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and resolution reporting forms and summaries for the Owner. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the contractor or their Subcontractors, Agents or Employees the contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolutions proceeding or at law. Contractor shall provide a weekly update of all claims and complaints and their disposition, both individually and in summary form.
5. During the progress of the work, the contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.
6. The contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the contractor.
7. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

**M. PRE-BID CONFERENCE:** A Pre-bid Conference will be held on **August 14, 2013 @ 11:00 a.m. (CST)**, with bidders, County representatives and representatives of other local municipalities. The meeting will be held at the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., 3<sup>rd</sup> Floor Board Room, Ft. Walton Beach, FL 32547.

**N. DEBRIS MANAGEMENT SITES (SEE ATTACHED MAP):** The contractor shall haul to and deposit all debris at the following sites unless otherwise designated. The County will be responsible for all tipping fees during the contract time.

1. Okaloosa County Wright Landfill (South County Site)  
1671 N. Beal Extension  
Ft. Walton Beach FL 32548  
850-651-7399
2. Okaloosa County Kaiser Mill Borrow Pit (North County Side)  
Kaiser Mill Rd. (Off Highway 4)  
Baker FL 32531  
850-689-5780

**O.** The contractor shall be responsible for marking all hauling equipment on the driver's door with the following information:

1. Contractor's company name.
2. Truck #.
3. Truck Capacity.

**P. OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS COMPENSATION  
(Bid prices will include all labor, tools, equipment, materials necessary to do the job).**

1. Before any vehicle is used for hauling, each vehicle shall have its empty (tare) weight and volume capacity established by weighing or measuring at either the Wright Landfill or Baker Landfill.
2. At the County approved site, County employees will log in (as appropriate):
  - a. Arrival time/date.
  - b. Tipping scale tonnage (incoming weight/volume).
  - c. Truck #.
  - d. Departure time.
  - e. Tipping sale tonnage (departing weight/volume).
3. Hand tickets will be provided to drivers. It is the driver's responsibility to forward all tickets to the contractor.
4. Payment will be upon submission of two (2) copies of contractor's invoice to:

Brackin Building  
Finance Office  
302 N. Wilson St., #203  
Crestview FL 32536

**This address is strictly for the Board of County Commissioners. All other government entities will provide a separate billing address. Frequency of payment will be negotiated with County Staff.**

5. Compensation will be passed on a **"per ton and cubic yardage" bid price** (see attached bid sheet).
- Q.** Contractor understands that Florida State Department of Transportation may assign clean-up crews/equipment within Okaloosa County to assist with recovery. The contractor will assign **no** penalty to Okaloosa County or any other public entity due to the acceptance of this assistance.
- R.** Although this bid is based on needs generated by major storms (i.e., hurricanes), the County/public entity may use this contract in the event of other natural disasters (i.e., tornadoes, etc.).

S. **ACTIVATION:** The County/Entity shall retain the option to activate whatever zones it deems appropriate, to add zones as it deems necessary, and to divide zones among contractors. If, in the County/Entity's opinion, the debris within a zone cannot be cleared in a timely manner by the awardee of the zone, a second vendor may be called in to assist with the debris removal. If a work order is issued, the contractor shall have 48 hours from the issuance of the work order to mobilize and be on site as directed by the County.

**NOTE: Ability to mobilize within 48 hours?** Yes \_\_\_\_\_ No \_\_\_\_\_  
**Contractor Initial Above**

T. **VOLUME:** Although no one can predict the amount of debris resulting from any storm, for information purposes only, the following is a list of fill areas and tonnage processed at each site after Hurricane Opal in September 1995.

Wolverine (Valparaiso) Fill Area	2,774 tons
Destin Fill Area	23,569 tons
Niceville Fill Area	4,830 tons
Wright (Ft. Walton Beach) Fill Area	<u>56,109 tons</u>
<b>TOTAL</b>	<b>87,282 TONS</b>

**NOTE: Approximately 80% of this material was processed through a tub grinder; also approximately 2,500 yards of sand were removed due to soil contamination (glass, metal, etc.).**

Okaloosa County is interested in obtaining information (pricing) from all proposers outlining additional services that your company can provide in the event of an activation to include (but not limited to):

- SKILLED & UNSKILLED LABOR
- STAFFING SUPPORT @ ALL LEVELS
- GENERATORS
- COMMUNICATION SUPPORT
- TEMPORARY HOUSING
- PORTABLE OFFICE SPACE
- SEARCH & RESCUE
- SECURITY
- EMTs
- MEDICAL FACILITIES
- CRANES
- EXCAVATORS
- DOZERS
- DUMP TRUCK OPERATORS
- WASH/SHOWER UNITS
- TENTAGE
- LAUNDRY UNITS
- PORT-O-LETS
- GRINDERS
- MREs
- WATER
- HAZARDOUS MATERIAL HANDLING
- FIRE SUPPRESSION SUPPORT
- EOC STAFFING



- The Okaloosa County Emergency Operations Center located on the campus of Northwest Florida State College, Niceville, Florida has a full size kitchen facility.

Please submit pricing with your proposal for providing meal service on a 24 hour basis for this facility per the attached requirements.

### **EOC/FIELD OPERATIONS FEEDING REQUIREMENTS**

Vendor must be prepared to commence feeding of EOC personnel within 24-48 hours of EOC activation to level 1 and a Local State of Emergency. Duration of operations will be based on situational needs. Minimum of five days if contract is activated.

Location of feeding operations will be the County EOC, 90 College Blvd., East, Niceville, Florida 32578.

**BREAKFAST HOURS WILL BE FROM 6 – 7:30 EACH MORNING. BELOW IS A LISTING OF THE TYPE OF ITEMS NEEDED.**

1. Hot meal to include eggs, breakfast meat, potatoes, toast/English muffin/biscuit, or vendor submitted menu (must be approved)
2. Fresh fruit
3. Cereal/Oatmeal/Grits
4. Breakfast muffins
5. Coffee, tea (Hot & Cold)
6. Juice assorted
7. Milk, low fat
8. Water

**LUNCH TIME WILL BE FROM 11 A.M. – 12:30 P.M. EACH DAY.**

1. Hot meal – vendors choice (menu must be submitted for approval).
2. Fresh salad (can be placed in a salad bar configuration)
3. Lunch meat sandwiched with lettuce, tomato, onion and condiments available
4. Fresh Fruit
5. Cookies or some type of desert
6. Coffee, soda, tea (Hot and Cold)
7. Water

**DINNER TIME WILL BE FROM 5:00 P.M. – 7:00 P.M. EACH DAY**

1. Hot mean – vendors choice (menu must be submitted for approval)
2. Fresh salad (can be placed in a salad bar configuration)
3. Lunch meat sandwiched with lettuce, tomato, onion & condiments available
4. Fresh fruit
5. Cookies or some other type of desert
6. Coffee, soda, tea (Hot & Cold)
7. Water

**MIDNIGHT FEEDING WILL BE SERVED FROM MIDNIGHT UNTIL 1:00 A.M. EACH DAY**

1. Lunch meat sandwiched with lettuce, tomato, onion, & condiments available
2. Fruit
3. Snacks (nuts, veggies, cut fruit, snack crackers)
4. Coffee, soda, tea (hot & cold)
5. Water

**FIELD OPERATIONS FEEDING REQUIREMENTS**

1. This must be done from mobile kitchens such as semis or equivalent
2. Mobile kitchens will be located as follows. One kitchen will operate at the County Fleet Yard located on Ferdon Blvd., Crestview; the other will operate at the County Fleet Yard on Ready Ave.
3. Feeding operations will be coordinated through ESF-11.
4. The kitchens will be required to be available to feed personnel within 24 hour of a storm cleaning the Okaloosa County area.
5. Vendor is to submit a proposed menu (with pricing). The menu must include breakfast, lunch & dinner.

**QUESTIONS MAY BE DIRECTED TO:**

**Randy I. McDaniel, Chief**  
**Okaloosa County Department of Public Safety**  
**Emergency Management Division**  
**850-651-7150 Office**  
**850-651-7170 Fax**

# SPECIAL BID CONDITIONS

1. **INFORMATION** – For any additional information regarding these specifications, contact **RICHARD BRANNON**, Purchasing Department, 850-689-5960 or **JIM REECE, SOLID WASTE, 850-609-6168 or 651-7394**. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders.
2. **ACCIDENT PREVENTION** – Precautions shall be exercised at all times for the protection of persons and property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same. Barricades shall be provided by the bidder when work is performed in areas traversed by persons or when deemed necessary by the County Project Manager.
3. **PERMITS** – The contractor shall be responsible for obtaining any necessary building permits.
4. **MINIMUM QUALIFICATIONS** – Bids will be considered only from firms which are regularly engaged in the business of providing the type of services described in the bid specifications. Minimum qualifications to be recommended for award are:
  - a. Proof of having been in business for a minimum of three (3) years within one of the following occupations:
    1. Bulk hauling of debris or fill
    2. Construction involving earth removal
    3. Demolition work
  - b. Proof of ownership or long term lease (12 months or more) of a minimum of:
    1. **10** mobile knuckleboom loaders
    2. **30** 20-cubic yard trucks or **40** cubic yard tandems
    3. **6 (4)** yard front end loaders
    4. **3** bulldozers
    5. Capability of providing additional crews as required
  - c. Acceptable proof would be copies of past years' tax returns, copies of past occupational licenses, etc. Bidders shall be given up to seven (7) calendar days after bid opening to provide required proof. Failure to provide requested documentation may result in the bid to be found "non-responsive."
5. **ADDITIONAL WORK** – The County/Entity shall retain the option to add zones or to divide zones if it deems necessary. If in the County/Entity's opinion with debris within a zone

cannot be cleared in a timely manner by the awardee of the zone, an additional contractor may be called in to assist with the debris removal.

**6. AUTHORITY TO PIGGYBACK**

All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

The following zones will be the responsibility of the respective city in which they are located. All bidders must understand that these separate independent government agencies shall solely determine whether they are contract for debris removal as a result of this bid:

	<u><b>ZONES</b></u>
City of Mary Esther	5
City of Ft. Walton Beach	6, 7, 8, 9, 10, 14, 15, 16, 17, 19, 20
City of Shalimar	12, 13, 18
City of Destin	3
City of Valparaiso	23, 28
City of Niceville	24, 29, 31, 32
City of Crestview	38, 43, 44, 45, 46, 47, 49
City of Laurel Hill	58
City of Cinco Bayou	62

**7. TERMS OF CONTRACT:** This contract shall be effective upon completion of a signed agreement and will extend through September 30, 2016. Price adjustment at renewal time will be considered, with the County/Government Entity reserving the right to reject any and all increases and putting the contract back out for bid. This contract may be renewed for a three (3) year period if agreeable between the contractor and the County/Government Entity.

**8. AWARD OF CONTRACT:**

a. Contractor must bid on all 62 zones (see attached map). Okaloosa County will provide the contractor(s) who is awarded this bid a more detailed map of all zones. The bid will be awarded to the lowest responsible, responsible bidder based on the haul distance rate "per ton/per cubic yard", indicated on the bid form. The County/Government Entity reserves the right to award this contract to multiple bidders. The zones which will be awarded by the Okaloosa County Board of County Commissioners are:

1, 2, 4, 11, 21, 22, 25, 26, 27, 30, 33, 34, 35, 36, 37, 39, 40, 41, 42, 48, 50, 51, 52, 53, 54, 55, 56, 57, 59, 60, 61

**Note: Each City entity qualifies to award their area and to enter into a separate stand alone contract with the low bidder.**

- b. Upon receipt of "Notice to Proceed," the contractor shall commence work within 48 hours.
  - c. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
  - d. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which his most advantageous and in the best interest of Okaloosa County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - e. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
  - f. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the trust amount of the proposal.
9. **LIQUIDATED DAMAGES:** - Should the contractor fail to commence work for the Okaloosa County Board of County Commissioners within two (2) calendar days or should the contractor fail to continue the work in an expeditious manner, the contractor shall be subject to a One Thousand Dollar (\$1,000.00) per day per city/governmental agency assessment for liquidated damages. This sum will be deducted from monies due the contractor.
10. **SPECIFICATION EXCEPTION:** Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions may result in the bidder being disqualified.
11. **ADDITION/DELETION OF ITEMS:** The County reserves the right to add or delete any item from this bid or resulting contractor when deemed to be in the County's best interest.
12. Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

13. **LOCAL PREFERENCE:** Okaloosa County reserves the right to grant a preference to in-county bidders only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offers. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

14. **BID BOND:** Bidders are required to submit a Bid bond, Cashier's or Certified Check in the amount of \$10,000 payable to the Okaloosa County Board of County Commissioners. Any bid proposal which is not accompanied by a bid guaranty shall be considered non-responsive and ineligible for award. All bidders shall be entitled to the return of the bid bond within ten (10) calendar days after execution of a contract between a successful bidder and Okaloosa County.
15. **PERFORMANCE BOND/PAYMENT BOND:** The bidder to whom a contingent award is made and are notified of activation of the contract for an event shall duly execute and deliver to the County a Performance and Payment Bond in the amount of **\$10,000** per sector. The complete form shall be delivered to the County within 10 calendar days after award by the Board of County Commissioners. If the bidder fails to deliver the Payment and Performance Bond within this specified time, the County shall declare the bidder in default of the contractual terms and conditions. The County shall not accept any proposal from the bidder for a twelve (12) month period following such default.
16. **BID OPENING INFORMATION:** Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

**NOTE:** Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

17. **PUBLIC ENTITY CRIME INFORMATION:** 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 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, 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, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
18. **CONFLICT OF INTEREST DISCLOSURE FORM:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

19. **IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

20. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
21. **BID TABULATION SHEET:** Any bidder interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
22. **CANCELLATION:** All governmental agencies using the contract reserves the right to terminate the contract effective **immediately** if there is just cause. There must be proof of a minimum of two verbal warnings and one written warning prior to termination. The governmental agency reserves sole right to determine if just cause exists. The County/Governmental Entity reserves the right in the case of termination for default to re-procure services from the next lowest responsive, responsible bidder or to re-solicit the services.
23. **PROPOSAL EVALUATION:** The Owner shall award to the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held. The Owner reserves the right to award multiple contracts, which may be designated primary and secondary. No amount of work is guaranteed as a result of selection or as a result of a contract executed following this RFP process.

24. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.
25. **NO CONTACT CLAUSE** – When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and member of the Board, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.
26. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.
27. **QUALIFICATION OF THE CONTRACTOR: (20%)**
- a. Number of years of experience in disaster response, company and/or predecessors must have at least 5 years of experience in this field; more preferred.
  - b. Number of similar projects; company and/or predecessors must have completed similar projects in the last five years.
  - c. Background in handling similar size projects: company must have successfully completed a project involving and removal and processing of over 2 million cubic yards of debris.
  - d. Degree of experience in all area of emergency response, management & recovery.
  - e. Experience with FEMA reimbursement programs and funding issues.
  - f. Proof of satisfactory or better performance on tracts of similar scope and size (references and letters of reference must verify successful completion of similar projects).
  - g. References and letters of reference must verify successful completion of similar projects.
  - h. In house client training capacity



**28. QUALIFICATIONS OF STAFF: (10%)**

- a. Assurance of dedicated project team.
- b. Experience of key team members in area identified under experience of prospective contractor; identify senior and project management.
- c. Education and experience of prospective contractor personnel; provide brief resumes.

**29. TECHNICAL APPROACH: (10%)**

- a. Experience of prospective contractor in previous similar projects.
- b. Technical approach of the prospective contractor to mobilize and perform the many aspects of the work.
- c. Ability to respond in a timely manner with the necessary resources.

**30. FINANCIAL STABILITY: (10%)**

- a. Ability of prospective contractor to continue to proceed until funding becomes available.
- b. Previous financial handling of multiple contracts in multiple disasters.
- c. Invoicing program.
- d. History of satisfactory payment procedures of subcontractors.

**31. PRICE: (40%)**

- a. Pricing schedule will be evaluated for reasonableness.
- b. All line items must be priced exactly as quoted within the RFP regardless of any alternates which may be proposed.

**32. TECHNICAL & REIMBURSEMENT ASSISTANCE: (10%)**

- a. Experience of prospective contractor in relation to tracking, recording, and data processing.
- b. Prospective contractor's knowledge and experience of Federal reimbursement guidelines.
- c. Experience in emergency debris management plan preparation.

**33. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work for this RFP must be sent in writing (mail, e-mail or fax) to the Owner and received no later than five (5) days prior to the proposal due date. Responses to questions may be handled as an

addendum if the response would provide clarification to requirements of the proposal. All such addenda shall include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by Owner for appropriateness and is only valid if accepted in writing by Owner.

34. **ORAL PRESENTATION:** An oral presentation of proposal may be requested of any Prospective Contractor at the Evaluation Committee's discretion. Contractors are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.
35. **WITHDRAWAL OF PROPOSAL:** The proposal may be withdrawn by the proposer by means of written request, signed by the proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of proposals prior to the scheduled closing time for receipt of proposals. Modifications will not be accepted or acknowledged after the date and time for submissions of proposals.
36. **LICENSES & CERTIFICATES:**
- a. The Owner reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. Local and State Business Licenses are required for this proposal.
  - b. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.
  - c. The contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
  - d. Contractor must show its qualifications in the handling of Hazardous materials and house hold hazardous waste. This can be demonstrated listing the company's employees and their respective Haz-Whopper licenses and asbestos licenses. Proposer must have qualified personnel currently employed to submit a proposal.
37. **MONITORING OF CONTRACT FOR DEBRIS REMOVAL:** The Owner shall provide, and contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during contractor's operating hours. Contractor will notify monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of monitors provided to the contractor to meet the debris removal needs.

As directed by the Owner, the contractor shall provide either certified truck scales or an inspection tower at each disposal site or (DMS). This will depend upon the choice of

quantity measurement as weight (tons) or volume (cubic yards). If the Owner elects to measure payment quantities by volume, the contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' x 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6' - 6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

If the Owner elects to measure pay quantities by weight, the contractor shall acquire, setup and construct truck scales at each dispose site or DMS. All scales must be certified and must be operated and maintained in accordance with all applicable requirements. Debris hauling vehicles will be weighted both entering and leaving the DMS or disposal site on each trip to the site.

### **38. RIGHT OF WAY (ROW) CUTTING PARTIALLY UPROOTED OR SPLIT TREES (LEANERS)**

- a. An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:
- b. A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:
  1. It has more than 50% of the crown damaged or destroyed
  2. It has a split trunk or broken branches that expose the heartwood
  3. It has fallen or been uprooted within a public use area
  4. It is leaning at an angle greater than 30 degrees

Trees determined by the jurisdiction to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

A stump may be determined to be hazardous and eligible for reimbursement if it meets all of the following criteria which shall be determined by the jurisdiction or its designated agent:

- It has 50% or more of the root-ball exposed (less than 50% should be flush cut);
- It is on improved public property or public right-of-way and
- It poses an immediate threat to life, public health and safety

Reimbursement will be based on the reasonable unit cost per cubic yard, using the Stump Conversion Table found in Appendix G, FEMA RP 9523.11, and Hazardous Stump Extraction & Removal Eligibility. The price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

The contractor will be compensated at the rate per cubic yard for normal debris removal for all stumps, based on actual cubic yards removed, regardless of size, placed on the public rights-of-way by others (i.e. contractors did not extract them from public property). In such instances, the contractor did not incur additional costs to remove these stumps; the same equipment used to pick up vegetative debris can be used to pick up these stumps. Contractor shall supply and place suitable fill dirt in ruts created by equipment and vehicles and holes created by the removal of hazardous stumps. The contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. This shall be included with hazardous tree and stump prices and will not receive separate payment.

**39. RIGHT OF WAY (ROW) REMOVAL OF DANGEROUS HANGING LIMBS (HANGERS)**

Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public use area (trails, sidewalks, golf cart paths)
- Located on improved public property
- In a tree 6 inches in diameter or greater, measured two feet above the ground

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes.

An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

**40. DEBRIS REMOVAL FROM PRIVATE PROPERTY** – When requested by the Owner, contractor will initiate and manage a Private Property Debris Removal (PPDR) program to remove debris on private property and/or demolish private structures that present a public safety hazard.

**41. COMMENCEMENT PPDR PROGRAM** – PPDR operations will commence upon receipt of a specific task order and notice to proceed from owner.

PPDR operations will proceed in an orderly and manageable fashion on publicly and privately owned properties as designated by the Owner's task order.

**42. REQUIRED PPDR DOCUMENTATION** – Identify affected properties with Government Agency Personnel

1. Provide a detailed listing of all affected properties, to include:
  - a. Description
  - b. Damages

- c. Proper Owner with contact information
- d. Identification of Task Order
- e. Progress of work

**43. CONTRACTOR RESPONSIBILITIES** – Obtain signed right of entry agreement from owner to include:

- a. Right of Entry Agreement
  - b. Hold Harmless Agreement (to protect contractor, subcontractors, owners and FEMA from claims)
  - c. Non-duplication of Benefits form to ensure owner does not received both federal assistance and insurance proceeds for the same work.
- Assess the property thoroughly with Government Agency and obtain detailed scope of demolition and/or work to be performed from the Owner for each site.
  - Obtain proper permits and/or Condemnation Certificates for work, if required.
  - Prepare drawings and/or photographs of each site from multiple angles to document condition of property prior to entry.
  - Enter photographs into computer under particular PPDR file.
  - Prepare and maintain computerized schedule and daily progress of work. Update daily for a continuous mechanism to track programs and completion of all PPDR.
  - Owner's representative shall clearly designate each property to be entered and/or demolished.
  - Clearly locate, mark and/or protect all utilities. Terminate utilities at street if part of task order. Electricity and gas to be terminated by utility company, if appropriate.
  - Contractor is responsible to ensure work is conducted only on those properties designated by the government.
  - Contractor shall be responsible for the safety of all personnel and equipment.
  - Contractor will be responsible for personnel and equipment logs, and their distribution to government, as appropriate.
  - Contractor will be responsible to ensure work assignments received are completed to the requirements of the government task order.

**44. OPERATIONS** – Demolition operations will be conducted only on properties as instructed by Owner task orders. (Utmost care must be exercised to ensure only the authorized and

designated properties are entered and/or structures are demolished and that only the portions of the debris and/or structures as authorized are removed).

1. Demolition operations will be conducted only on properties as instruction by Owner task orders. (Utmost care must be exercised to ensure only the authorized and designated properties are entered and/or structures are demolished and that only the portions of the debris and/or structures as authorized are removed).
2. All debris will be picked up and loaded into haul trucks in a safe and workman-like manner. Debris shall be trimmed to ensure a safe load. Safety shall not be compromised.
3. All construction and demolition materials within EPA and DOT standards if applicable.
4. Obvious hazardous materials shall be dealt with in accordance with the Owner task order.
5. Traffic control personnel, with appropriate traffic control and safety equipment, shall be stationed as appropriate, at each approach point of the work area to maintain traffic control and prevent personal injury. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

**45. COMPLETION & CLOSE OUT**

1. Upon completion, the property shall be inspected by the Contractor, Representatives of the County and preferably the Property Owner.
2. A Completion Certificate should be obtained from the Government Inspectors, signed by them and preferably the Property Owner.
3. Such Completion Certificate should certify also the lack o damages to the property, to any items remaining on the property at the instruction of the Government, and the lack of damages to any adjacent property.
4. Upon completion of the work, pictures are taken of the property from the same sides to document the completion of the PPDR.
5. The Completion Certificate should be part of the final documentation for payment.

- 46. SAND COLLECTION (PUBLIC PROPERTY) & SCREENING** – Disaster deposited sand will be loaded from the public right of way and hauled to a designated location such as a temporary collection site to be dumped. After the debris-laden sand is discharged it shall be screened and stockpiled at a temporary site(s). After the sand is cleaned it will be hauled to a final disposal area designated by the Owner. Debris generated from sand screening will be hauled to a debris management site(s) or other designated location according to debris collection prices.

Disaster deposited sand will be loaded from private property with documented approval by the County and hauled to a designated location such as a temporary collection site

to be dumped. The collection of the debris will be a coordinated effort between the Contractor, the Owner, and the Property Owner. The contractor will bear the responsibility of the documentation and data collection necessary to ensure reimbursement from FEMA along with administering a successful Right of Entry Program. Collection of sand from private property shall not disrupt or damage the private property; the sand can only be removed back to the existing grade prior to the event. After the sand is discharged it will then be run through a screen and stockpiled at a temporary site(s). After the sand is cleaned it will be returned/hailed to a final disposal area designated by the Owner. Debris generated from sand screening will be hauled to a debris management site(s) or other designated location according to debris collection prices.

Contractor shall supply and place suitable fill dirt in voids created by the disaster and other areas that pose an imminent and significant threat to public health & safety as directed by the Owner. This may include destroyed pools and foundations of structures destroyed by the disaster. Backfilling of ruts and stump holes is an included item and is not payable under this pay item.

Contractor shall remove the carcass of all dead animals and dispose of in accordance with all federal, state and local rules and regulations.

Contractor shall load, haul and store all white goods in accordance with all federal, state and local rules and regulations.

47. Contractor shall decontaminate white goods and shall remove and recover Freon from any white goods such as refrigerators, freezer or air conditioners in accordance with all federal, state and local rules and regulations using appropriate UL certified recovery equipment and shall be properly recycled. This shall include removal and disposal of putrescible and other waste from refrigerators and freezers.
48. **SUNKEN VESSEL REMOVAL** – For Water Based Salvage/Removal Operations of Vessels the contractor shall have extensive knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with multiple salvage/wreck removal contracts and the ability to quickly mobilize specialized salvage equipment into position. Contractor shall determine and set forth at the request of Owner the best approach method for recovery or removal of vessels in a marine environment. Contractor must be capable of providing the following salvage services.

#### **REFLOAT**

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic).
2. Provide salvage equipment and hazardous containment equipment alongside target vessel.
3. Secure perimeter of vessel with oil containment boom.
4. Secure target vessel with rigging and lifting gear.
5. Pump/Lift as determined necessary.

6. Repair hull to maintain buoyancy and allow free float.
7. Once refloated, inspect for any incoming water.
8. Secure vessel to predetermined mooring site.

#### **STAGE**

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic).
2. Secure salvage equipment and hazardous containment equipment alongside target vessel.
3. Secure perimeter of vessel with oil containment boom.
4. Secure target vessel with rigging and lifting gear.
5. Pump/Lift as determined necessary.
6. Place vessel on deck barge and secure for transport to staging area.
7. Transport vessel to staging area.

#### **DEBRIS**

1. Determine best approach route to vessel (taking into consideration water depth, width of channel, marine traffic).
2. Secure salvage equipment and hazardous containment equipment alongside target vessel.
3. Secure perimeter of vessel with oil containment boom.
4. Secure target vessel with rigging and lifting gear.
5. Pump/Lift as determined necessary.
6. Place vessel in hopper barge for disposal.

The contractor shall factor the above approach into the quoted price along with all the necessary items to complete Sunken Vessel removal. Marine based operations shall be priced per linear foot of unit.

**LAND BASED WATER SALVAGE/REMOVAL OPERATIONS** – For Land Based Salvage/Removal Operations of Vessels the contractor shall have extensive knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous salvage/wreck removal contracts and have the ability to quickly mobilize specialized salvage equipment into position. Contractor must be capable of providing the following at a minimum for the removal of Sunken Vessels.



## **REFLOAT**

1. Determine best approach route to vessel (taking into consideration roadways, power/phone lines and traffic).
2. Secure salvage equipment and hazardous containment equipment alongside target vessel.
3. Secure perimeter of vessel with oil containment boom.
4. Secure target vessel with rigging and lifting gear.
5. Pump/Lift as determined necessary.
6. Once refloated inspect for any incoming water.
7. Secure vessel to predetermined mooring site.

## **STAGE**

1. Determine best approach route to vessel (taking into roadways, power/phone lines and traffic).
2. Secure salvage equipment and hazardous containment equipment alongside target vessel.
3. Secure perimeter of vessel with oil containment boom.
4. Secure target vessel with rigging and lifting gear.
5. Pump/Lift as determined necessary.
6. Place vessel on deck barge or lowboy trailer and secure for transport to staging area.
7. Transport vessel to staging area.

## **DEBRIS**

1. Determine best approach route to vessel (taking into consideration roadways, power/phone lines and traffic).
2. Secure salvage equipment and hazardous containment equipment alongside target vessel.
3. Secure perimeter of vessel with oil containment boom.
4. Secure target vessel with rigging and lifting gear.
5. Pump/Lift as determined necessary.
6. Place vessel in hopper barge or dump trailer for disposal.

The contractor shall include the above in the quoted price along with all the necessary items to complete Vessel removal. Water and land based operations shall be priced per linear foot of unit.

**VEHICLE AND LAND-BASED VESSEL REMOVAL** – For the removal and recovery of vehicles the contractor shall include the following plan of action in the quoted price for these services:

Contractor will prepare and equip sites for use upon initiation of contract work. Each site will be equipped with perimeter lighting at 300-foot intervals, six-foot fencing, gates, and paving as well as portable office buildings, inspection towers and utilities. Each prepared aggregate site will have a level, clean, dry, and firm surface and be navigable and accessible by recovery and remediation vehicles and equipment. Each site will also be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions. During mobilization, contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and build out the improvements to the site required for storage and remediation operations. Contractor will obtain clearance from underground or overhead utilities and from property owners and state the local government entities for the aggregation locations.

**OPERATION OF THE AGGREGATION SITES** – These sites shall be fenced, lighted, and secure according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles up to twenty-four hours a day and up to seven days a week as required by the Owner or State. Vehicles will be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners. Contractor shall also be prepared to provide our own 24-hour security if security is not otherwise provided for.

The sites shall centrally locate to the areas containing the greatest proportion of damaged and abandoned vehicles, the total approximate potential acreage of the site will be sufficient to accommodate the projected number of vehicles to be stored over the life of the contract. A significant proportion of the sites should only require little preparation to be used for this purpose; they should be available within whatever prior of time required for storage and remediation of vehicles. Following appropriate preparation, the remainder of the acreage will be available shortly thereafter.

**TOWING** – Licensed towing operators shall be issued work orders from a central dispatch containing all pertinent data supplied by authorities within 48 hours or receiving. Recovery vehicle shall, within 24 hours, arrive at the site and immediately access the vehicle. Any environmental issues shall be mitigated, and any and all safety issues addressed. Should the operator find any major threats to health, safety or the environment, vehicle shall not be moved, and the Owner shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned staging area using the safest and most direct route.

**RECEIPT OF VEHICLES** – Each site will be equipped with a tower manned by both an independent monitor and one of the contractor's representatives in order to record the receipt of each vehicle and maintain accurate records. As the vehicle is accepted at the tower, it will be checked into the aggregation site using the vehicle Year, Make, Model, License Plate State & Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If tracking of the vehicle is then prepared and the

condition of the vehicle and processes that it goes through, making ready, crushing, shredding, etc., are then tracked. This ticket also then becomes part of the pay documents for the recovery, preparation, and disposal. If necessary or required, contractor will typically mark the windshield of the vehicles with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step.

**STORAGE OF LIGHT, MEDIUM & HEAVY-DUTY VEHICLES** – Vehicles introduced into the aggregation site will be stored at the site for sixty days or more in our fenced, lighted, and secure environment. Vehicles will be staged, tagged, and marked for easy retrieval and inspection. Vehicles will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be keyed to the vehicle records in the site's tracking database.

Vehicles will be stored in a manner to allow ample access for inspection by State of Local authorities and/or to allow for retrieval and reclamation by vehicle owner when applicable and the contractor when the holding period has expired and the vehicle is being removed for final dismantling, recycling, and/or disposal.

**DEMOBILIZATION** – Vehicles will be discharged to appropriate entities for disposal, recycling, or other appropriation as required by Florida laws and regulations.

Once all vehicles are removed, contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Dispose of all trash and debris in a permitted landfill and repair and remediate any damage to the aggregation site caused by the storage of remediation operations and equipment as directed by the Owner.

**VESSELS** – Contractor must develop a Technical Approach for the Recovery & Storage of vessels that provides a clear solution for this portion of the contract which meets the needs of the Owner and satisfies all federal, state, and local licensing, and contractor regulations and requirements.

**RECOVERY RECREATIONAL BOATS** – Contractor and its subcontractors shall have recovery equipment and towing vehicles prepared to mobilize upon the first notification to recover vessels. Vessels that have been identified and cleared for recovery and towing from public lands by the appropriate state or local agency will be recovered within 72 hours of notification. Recovery will begin with identification of the vessel using GPS coordinates supplied by notifying agency. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected,; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by contractor's towing vehicles, trailers, and equipment.

**RECEIPT OF VESSELS** – Each site will be equipped with a receiving area manner by both an independent monitor and one of our representatives in order to record the receipt of each vessel and maintain accurate records. As the vessel is accepted at the receiving area, it will be checked into the aggregation site with a record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vessel by State of local government authorities for purposes of the recovery operation. If the vessels have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vessel shall then be

prepared and the condition of the vessel and the processes that it goes through are then tracked. The receipt document then becomes part of the pay documentation. If necessary or required, contractor shall typically mark the topside, bow, stern and/or deck of the vessel with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vessel through each step.

**STORAGE OF TRAILERS & LIGHT, MEDIUM & HEAVY RECREATIONAL BOATS** – Vessels introduced into the aggregation site will be stored at the site in a fenced, lighted, and secure environment. Vessels will be staged, tagged, and marked for easy retrieval and inspection. Vessels will be stored in locations identifiable by row, column number, letter, and/or by GPS coordinates. Location identifiers will be keyed to the vessel records in the site’s tracking database. Boats will be segregated by type and size and trailer will be segregated from boats. Vessels will be stored in a manner to allow ample access for inspection by State or local authorities and/or to allow for retrieval and reclamation by vessel owner when applicable and the contractor when the holding period has expired and the vessel is being removed for final dismantling, recycling, and/or disposal.

**DEMOBILIZATION** – Vessels will be discharged to appropriate entities for disposal, recycling, or other appropriation as required by Florida laws and regulations.

Once all vessels are removed, contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Dispose of all trash and debris in a permitted landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the Owner.

Contractor, at the direction of Owner, will secure, operate and maintain one or more fenced, lighted and secured sites for the safe staging and storing of recovered vehicles and vessels. Site will be manned 24 hours per day, 7 days per week.

#### **SUPPLEMENTAL WATER & FOOD SOURCES**

1. **WATER SOURCES** – In an emergency or disaster situation water is an extremely valuable resource that must be properly managed to ensure that it is distributed daily. Contractor will provide drinking water, ice, and water for sanitation purposes in accordance with federal, state and local laws concerning emergency water rationing and water shortages. Contractor shall be able to provide water resources to ensure smooth operations for emergency management personnel and to emergency shelters and the general public. Contractor shall have an extensive history in providing emergency water supplies to locations throughout the United States and remote locations overseas.

Contractor is required to provide water in mass quantities to be utilized and distributed to emergency personnel and the general public in accordance with priority placement by emergency command officials. Contractor shall provide water suitable for drinking, cooking, and cleaning/sanitation purposes. Contractor shall provide all forms of water to include, but not limited to: Pre-packaged purified bottled water, distilled water, ice, water suitable for sanitation purposes, large water storage containers, water tanker trucks, and processed water.

To ensure quick, efficient and proper water distribution, contractor shall develop an emergency water management program to assess the impact of the water shortage to local communities and priority need of certain groups and agencies. On the basis of this

analysis, they work closely with emergency officials to determine the most critical need areas and proper water quantities.

2. **FOOD SOURCES** – Contractor shall be prepared to provide tens of thousands of hot, individually prepared meals in most extreme and demanding environments. Contractor should be able to provide substantial technical assistance and/or consultants to assist and advise on temporary food services, supply and provisions.

Contractor shall be prepared to provide Heater Meals or equivalent to the government entity in extremely large quantities. This firm must extensive have extensive experience with expedited shipments.

Contractor must be able to ship on the same day as an order is placed, and work with major trucking firms using "team drivers" to provide expedited delivery throughout the Continental United States. They must be able to deliver & drop 53' filled trailers for extended use at designated sites, if helpful.

Contractor must have the experience and capabilities to set up dining facilities, food distribution stations and/or to provide cold or hot pre-packaged meals, as required; immediately, and under virtually any disaster circumstance. Contractor may be asked to provide alternative food services to government entity.

3. **DEMOLITION** – This scope of work applies to decommission, demolition, and debris removal from privately-owned structures. The contractor shall provide all equipment, operators, and laborers for work as specified in individual Task Order(s). The work shall consist of private property debris removal, and hazardous substance decommissioning of structures in accordance with applicable federal, state, and local requirements.

The scope of demolition addresses privately-owned structures and removing demolition/general disaster generated debris and includes, but is not limited to: decommissioning structures for hazardous substance removal, demolition of single/multi-family homes, detached garages, framed out-buildings, storage/tool sheds, fences and collection of other onsite disaster generated debris such as but not limited to wood, construction/demolition C&D, soil & mud and stumps. Woody debris will be kept segregated from C&D debris as much as possible. Woody debris includes vegetative debris and clean wood C&D debris, (i.e. not pressure-treated wood or wood with significant painted surfaces). The contractor shall repair all roadways, sidewalks, utilities, drainage, structures and other features not designated for demolition or removal, which are damaged by contractor operations. This will include re-sloping to original grade.

The contractor shall work during daylight hours only.

Concrete slabs, sidewalks, structural foundation piers attached to the ground shall not be demolished or damaged unless otherwise directed by the Contracting Officer. Standing trees shall only be removed as debris when directed by the Contracting Officer. If a slab presents a threat to public health and safety and the Contracting Officer directs the contractor to remove it, the slab shall be removed by lifting it off the lot rather than by removing it by excavation. Using low impact procedures slab can be broken into easily removable pieces of concrete that will facilitate its removal from the site. Voids found under the slab shall be filled with sand to an elevation 2-6 inches above the surrounding ground elevation.

All dumping operations shall be directed by the debris reduction site of dumpsite operator. The contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.

The concept of operations is a three-stop process as outlined below, which consists of private property debris removal, decommissioning of the structure, and demolition/removal of the structure. The Owner will provide the contractor with a list of structures to be demolished and approved disposal sites. The Owner provided list will identify whether houses are to be handled and disposed of as C&D or Regulated Asbestos Containing Material (RACM).

The contractor shall remove all eligible debris from around the structure and haul this material to the appropriate disposal site.

The contractor shall assess and remove all hazardous substances in the structure and haul to the appropriate disposal site.

The contractor shall demolish the structure and haul the resulting waste streams to the appropriately permitted landfill disposal sites, in accordance with Federal & Florida laws and regulations.

The contractor shall provide all labor and equipment necessary to complete this work identified in awarded task orders. No explosives will be permitted.

Prior to demolition of each structure, the contractor shall complete the pre-demolition checklist. A photograph and GPS coordinates of each structure to be demolished shall be included on the checklist. An Owner shall approve each checklist prior to the contractor beginning demolition.

General debris generated by the storm such as but not limited to: vegetative debris, soils & mud, leaners and hangers, scattered C&D and stumps that are located on the property, adjacent to the structure to be demolished, shall be removed and appropriately disposed of.

Structures that are determined to be structurally sound by the contractor shall be decommissioned prior to removal. The decommissioning of a structure shall consist of a hazardous substance assessment and the subsequent removal of any such items found. Anticipated hazardous substance waste streams include, but may not be limited to: household hazardous waste, white goods, electronic waste, special waste, and universal waste. While assessment, documentation, and removal of all waste streams during the demolition process is required. ACM handling and removal, and reporting in conformance LDEQ ACM Guidance for Hurricane Demolition Debris is essential for compliance and managing risk associated with this work. The contractor shall complete removal of hazardous substance waste streams in no more than one work day after entry of the structure, unless the contracting officer provides written authorization for increased work durations.

Unsound structures shall not be entered prior to structure removal for decommissioning assessments and removals. During the removal of unsound structures, hazardous substance waste streams and white goods shall be collected from the structure and handled as per the requirements of paragraph 6.2, using the following sequence, or procedure approved by the State of Florida.

1. Wet the structure and partially remove, so remaining structure and/or debris is stable enough to allow access by decommissioning crew.
2. Survey the structure and segregate waste.
3. Segregate and remove HHW and white goods. Removal of segregated waste shall be in accordance with LDEQ disposal requirements.
4. Complete structure removal of the building as a C&D or RACM waste stream.

The work includes providing all equipment, materials, and labor for disconnecting all utilities, capping water lines, and plugging sewer taps or pipe to septic tanks or sewer systems in accordance with local requirements. Disconnection of all utilities shall be coordinated by the contractor with the appropriate local service providers. For locating and marking the locations or underground utilities, the contractor shall coordinate with the appropriate local service providers and/or contact the local one call service. It should be noted however, that the local one call service can only coordinate with the utility local service providers throughout the State that have signed on with their service. The contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. In cases where there are no shut-off valves, and excavation is required within the utility rights-of-way, the excavation shall be limited to the existing Right of Way (ROW) to the greatest extent feasible, in order to limit unnecessary ground disturbance. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The contractor shall take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. The contractor shall be responsible for the repair or utilities damaged as the result of negligence. The contractor will not be liable for any pre-existing damage to utilities.

Personal property items, such as but not limited to: automobiles, boats, trailers, and recreational vehicles, shall be relocated offsite to the nearby ROW such that they will not interfere or hinder the contractor's demolition operations. The contractor shall take reasonable care not to damage personal property items while moving them, and shall not be responsible for damages to personal property items being moved, unless such damages are determined to be the result of negligence through his actions. The contractor is not responsible for storm related or other pre-existing damage to personal property.

Demolition shall not begin on structures without an Owner or designated representative present. The contractor shall check the structures immediately prior to demolition to insure that the properties are vacated.

During the demolition, decommissioning of structurally unsound structures, and the removal and hauling of associated debris, water shall be used to control dust. A water truck will be required at each demolition site. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water

shall not be allowed to result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

The contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage, or other approved means shall be provided by the contractor as needed to comply with the above requirement. Prior to the start of demolition of each structure, the contractor shall cordon-off the work zone, and ensure that it is effectively delineated to prevent access by unauthorized personnel.

The contractor shall submit a Contractor Safety Plan. The plan shall address decommission tasks, hazards, and mitigation measure for review and approval prior to implementation of any decommissioning. The contractor's safety plan shall address procedures to be used when conditions, such as a high risk of collateral damage to adjacent facilities, excessive danger to work crews, structural instability, etc. will preclude the use of normal demolition procedures or require additional measures to be taken.

The contractor shall develop a decommissioning plan for the decommissioning of structures to be demolished, and shall be in accordance with all federal, state, and local regulations. The decommissioning plans components shall address, but not limited to the following items: decommission inspections; inspector qualification & training; evaluation of structures for the presence of hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned waste.

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

The contractor shall submit a daily operation report. A separate operational report is required for each task order/property. For example, if the contractor is working three crews on the same day, three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the QAR representative and the contractor for payment to be made. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The contractor shall include in the daily operational report the structures demolished shall be submitted for the respective pre-demolition or post-demolition checklist.

The contractor shall provide a work schedule including a time line for each task order/property. The work schedule shall include number of hours per day and days of week the contractor anticipates working.

The contractor shall provide the following submittals for contracting officer within 5 days after contact award:

**Contractor Safety Plan**  
**Contractor Decommissioning Plan**  
**Contractor Quality Control Plan**



**Note: No site work will be allowed until these plans have been approved by the Government.**

The contractor shall provide the following submittals as needed:

**Task Order timeline and Schedule of Work per Task Order**  
**Copies of all required permits & licenses**  
**Pre-demolition photographs**  
**Daily Operation Reports**  
**Post-demolition photographs**

While the contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during demolition, the contractor shall also manage surface water runoff for compliance with applicable federal, state and local requirements. For the purpose of this contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this contract. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. The contractor and its subcontractors shall incorporate appropriate measure to manage environmental pollution arising from the demolition activities in performance of this contract. Structures to be demolished will be adequately wetted down immediately prior to and during demolition, and also during the loading of haul trucks prior to hauling the debris to approved landfills. While trucks hauling RACM shall be lined, all trucks will have their loads covered with tarps during transport.

The contractor will address potential asbestos containing materials using Best Management Practices to the maximum extent practical, for the purpose of: (1) conformance with NESHAP and (2) removal of appropriate ACM, and (3) classifying the waste stream resulting from demolition as C&D or RACM.

The contractor shall not move or disturb any human remains. If human remains are encountered at the site during demolition activities, all work at that site shall be stopped. The contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local government officials

If the contractor encounters animal remains, the remains shall be secured onsite and work may continue. The contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local government officials

**HOUSEHOLD HAZARDOUS WASTE (HHW)** – is excluded from definition of Hazardous Waste & therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

**HAZARDOUS & TOXIC WASTES (HTW)** – assessments of structures to be demolished will have been accomplished by others as part of the ROE process. If suspected HTW materials are found by the contractor, (i.e. – 55-gallon drums containing unknown materials), they shall be immediately

identified and reported to the Contracting Officer's representative, so a determination as to the disposition of the material can be made. Contractor personnel who will be handling HTW materials shall be appropriately trained.

**PETROLEUM PRODUCTS** – All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and Local agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. Contractor personnel who will be handling petroleum product materials shall be appropriately trained.

**E-WASTE** products shall be segregated on site and disposed of in an appropriate manner. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

**OZONE DEPLETING SUBSTANCES** – If in the process of demolition, items containing ozone depleting substances are identified (white goods containing Freon), the contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

**WHITE GOODS** – All white goods shall be removed from the structure during demolition, and shall be segregated and disposed of in an appropriate manner.

Eligible debris under this contract consists of Demolition Debris generated from the demolition of structures, and also General Debris such as but not limited to woody debris, soils & mud, and stumps that were generated by the storm and is located on the property, adjacent to the structure to be demolished. Prior to debris removal, the Owner shall determine which debris on the property constitutes eligible debris.

Eligible debris and other waste shall be taken off site throughout the demolition process. The contractor shall not allow debris to accumulate during demolition.

Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be moved and transported in a manner that prevents spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

**LOAD TICKETS** - Will be completed by the Owner's Monitor for tracking purposes of the removal of demolition debris and tipping fees, and shall include the volume in cubic yards for each load being hauled to the landfill/reduction site. Load tickets shall document cubic yard volume measurement for eligible, debris, and shall be provided by the contractor. The load tickets will be sequentially numbered and shall have five (5) parts, or shall be electronic.

The contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The COR will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contract with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the contractor for prompt action on all matters pertaining to administration of this contract, and shall be the on-site contractor employee who is responsible for safety. The CR shall also be responsible for implementing the contractor Safety Plan & Daily Safety Plan, have

the authority to determine for the contractor when work is ready for government inspection and make decisions for the contractor on additional performance of work, when necessary.

The contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The contractor shall return signs to pre-existing location and condition following completion of demolition.

The contractor will comply with the safety requirements contained in Safety & Health Requirements Manual, OSHA, EPA, and other state and federal laws that address a safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this contract and each of the individual Task Orders.

Compliance with the provision of this contract by subcontractors will be the responsibility of the contractor.

The contractor shall obtain all permits necessary to complete the work. The contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Owner prior to commencement of work under any Task Order. The contractor shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract.

Corrections for any such violation shall be at no addition cost to the Government. The contractor shall be responsible for control or pedestrian and vehicular traffic in the work area.

The contractor shall secure the demolition area to provide a safe work site. The contractors shall exercise due care to minimize any damage to trees, shrubs, landscaping and general property. The contractor shall repair any damage caused by the contractor's equipment in a timely manner. The contractor shall take digital photographs of any damages caused by his operations and provide digital copies to the Owner. Any damage to private property shall be repaired at the contractor's expense. The debris work area shall be left clean and clear of debris as reasonably and practical under the conditions of this contract.

In compliance with FEMA low-impact removal guidance, major demolition activities including placement of equipment and debris removal containers shall be confined to areas where soils have been disturbed by previous construction activities such as site development, construction, surface grading, landscaping, utility trending, etc. This shall include the use of tracked and/or large-tired equipment to the maximum extent possible in order to minimize the depth of soil disturbance and compaction to a depth of 8 inches or less. The use of heavy equipment shall be prohibited if excessive sinking or rutting (greater than 8 inches) should occur following rainfall events where the ground becomes saturated. Operations involving the use of heavy equipment shall resume after conditions have improved such that excessive sinking or rutting is no longer a problem.

If the contractor cannot follow the low impact demolition removal guidance for a specific structure to be demolished, he will not commence demolition, and shall immediately inform the Owner.

The contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas. The contractor shall repair any damage caused by the contractor's equipment in a timely manner

at no expense to the government. The contractor shall take digital photographs of any damages caused by his operations and provide digital copies to the Owner. All equipment shall be approved by the QAR prior to use. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the contractor.

Before beginning any demolition work, the contractor shall visually survey the site to identify any problem areas. The contractor shall take necessary precautions to avoid damage to adjacent properties. The contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the Contracting Officer, as a non-reimbursable expense. The contractor shall coordinate the work of this section with all other work.

The contractor shall plan the work to minimize the impact on the neighborhood. The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

The Owner reserves the right to inspect the site, verify quantities and review operations at any time.

Trees outside the project site which might be damaged during demolition shall be left in place, and shall be protected. Any such tree(s) damaged during the work under this Contract or Task Orders shall be replaced.

**POST-DEMOLITION CLEANUP** – The contractor shall remove all signs or temporary construction facilities, work area, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions, with the exception of those structures demolished as part of this contract. Restoration to original contours will generally not be required, unless specifically directed by the Owner or the designated representative. However, all restored areas shall be smoothly and evenly dressed.

Upon termination or completion of this Contract or Task Order(s) the Contractor shall vacate and remove, or cause to be vacated or removed, all proper belonging to Contractor, any subcontractor, agent or employee.

1. Any property not removed shall be deemed abandoned by the Owner and any cost incurred by the government in disposal of same shall be withheld from my final payment due.
2. Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. This pay item does not include removal of concrete slabs.

#### **CONCRETE REMOVAL**

1. At the direction of the Owner, Contractor shall load, haul, and dump broken concrete at an approved landfill.

2. At the direction of the Owner, Contractor shall demolish concrete slabs, beams and column and haul to an approved disposal site.

**CREOSOTE TIMBER PILING REMOVAL** – Contractor shall load, haul and dispose at an Owner approved landfill all eligible creosote timber piling and miscellaneous creosote timber.

**E-WASTE** – E-Waste products shall be disposed of in an appropriate manner. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines and other common electronic products.

**HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL** – Residents are directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type shall collect the assigned debris and deliver it to a temporary staging area, or debris management site, reduction, recycling, or directly to an authorized disposal facility. Source segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method will be primary when collecting hazardous and household hazardous waste and white goods. Ultimate disposal cost shall be included in the per pound price. Final disposal sites require approval from the Owner.

**TIRE REMOVAL** – Contractor shall load, haul and dispose or recycle eligible tires. The tires will be segregated in the field and hauled in concentrated loads. Tire will also be clean of debris and off of rims.

**POWER & LIGHT SOURCES** – Contractor must be prepared to provide light and power sources to the Owner within 24 hours of request. Contractor must be able to supply these items to multiple locations simultaneously without interruption.

**STADIUM-STYLE LIGHT TOWER** – Contractor shall provide necessary lighting towers as per pricing schedule.

**ADDITIONAL SERVICES & MATERIALS** – Contractor shall provide Owner with any additional services and materials on an as needed basis as directed by Owner.

**EMERGENCY ROAD CLEARANCE** – The following services shall be provided by the Contractor.

1. Provide equipment, labor & materials necessary to open traffic lanes as designated by the Owner, to include pushing of debris off the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of the pavement.
2. Provide traffic control (day and/or night).
3. Coordinate with Utility Companies, as required, to permit safe removal of debris.

# INSURANCE REQUIREMENTS

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- D. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- E. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- F. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers' Compensation coverage.
- G. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.
- H. All insurance contracts, except the Workers' Compensation shall list Okaloosa County as an Additional Insured. **CONTRACTOR** shall provide the County current Certificates of Insurance for all policies at least ten days before commencing work.

## Workers' Compensation Insurance:

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the County, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation insurance for all employees. Evidence of such insurance shall be furnished the County not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

**Business Automobile and Public Liability Insurance:**

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned, & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Public Liability coverage shall include the following:
  - a) On and Off Premises Operation Liability
  - b) Personal Injury Liability Insurance
  - c) Independent Contractor Liability
  - d) Completed Operations and Products Liability
  - e) Pollution Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two years following acceptance of the project by the COUNTY.
- E. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

**Limits of Liability:**

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<b><u>COVERAGE</u></b>	<b><u>LIMIT</u></b>
1. Workers Compensation <ul style="list-style-type: none"><li>1) State</li><li>2) Employers Liability</li></ul>	Statutory \$1 million each accident
2. Business Automobile	\$1 million each occurrence (A combined Single Limit)
3. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
4. Personal and Advertising Injury	\$250,000

**Notice of Claims or Litigation:**

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the **CONTRACTOR's** knowledge, the County Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

**Indemnification and Hold Harmless:**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

**Certificate of Insurance:**

- A. All insurance shall include the interest of all entities named and the respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insureds under this policy shall be primary insurance. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- B. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536
- C. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the County, its agents or representatives.
- D. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- E. The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insureds.



In no way will the entities listed as Additional Insureds be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- F. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

**General Terms:**

Any type of insurance or increase of limits of liability not described above which the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

**Umbrella Insurance:**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

## **“NO CONTACT CLAUSE”**

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
**Signature** **Company Name**

Hereby agree to abide by the County’s **“No Contact Clause”** and understand violation of this policy shall result in disqualification of my proposal/submittal.

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
**DATE**

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. 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 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 quote 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 quote, 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 Chapter 893 or 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin\_\_\_\_\_ or Recycled\_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_

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

2. Is your product packaged and/or shipped in material containing recycled content?

Yes\_\_\_\_\_ No\_\_\_\_\_

Specify: \_\_\_\_\_

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

3. Is your product recyclable after it has reached its intended end use?

Yes\_\_\_\_\_ No\_\_\_\_\_

Specify: \_\_\_\_\_

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

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder: \_\_\_\_\_

E-Mail: \_\_\_\_\_

# LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES \_\_\_\_\_

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

NO \_\_\_\_\_

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

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Date Signed

# E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

---

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_



# GOVERNMENT DEBARMENT & SUSPENSION

## INSTRUCTIONS

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 49CFR Part 29, Participants' responsibilities.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ABOVE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

---

Signature

---

Date

**PROGRAM FRAUD & FALSE OR FRAUDULENT  
STATEMENTS OR RELATED ACTS**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submissions, or certification, the Federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

# CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2013 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to Primary Emergency Debris Removal; Bid #35-13 as per the attached pricing sheets** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part will furnish a Payment & Performance Bond upon activation of the contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

This contract may be cancelled with 30 day written notice by either party.

**REPRESENTATIVES:** The authorized representative of the County shall be:

**JIM REECE  
OKALOOSA COUNTY SOLID WASTE DEPARTMENT  
84 READY AVE.  
FT. WALTON BEACH FL 32548  
850-651-7394  
E-Mail: [jreece@co.okaloosa.fl.us](mailto:jreece@co.okaloosa.fl.us)**

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_ day of \_\_\_\_\_ 2013 and is effective on the \_\_\_\_ day of \_\_\_\_\_ 2013.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_

**BY** \_\_\_\_\_

Gary Stanford  
Deputy Clerk of Court

Don R. Amunds, Chairman

# BID SHEET

**BID #:** SW 35-13

**BID ITEM:** EMERGENCY DEBRIS REMOVAL (STANDBY CONTRACT)

ZONE	PRICE PER TON	PRICE PER YARD
1-OKALOOSA COUNTY		
2-OKALOOSA COUNTY		
3-DESTIN		
4-OKALOOSA COUNTY		
5-MARY ESTHER		
6-FT. WALTON BEACH		
7-FT. WALTON BEACH		
8-FT. WALTON BEACH		
9-FT. WALTON BEACH		
10-FT. WALTON BEACH		
11-OKALOOSA COUNTY		
12-SHALIMAR		
13-SHALIMAR		
14-FT. WALTON BEACH		
15-FT. WALTON BEACH		
16-FT. WALTON BEACH		
17-FT. WALTON BEACH		
18-SHALIMAR		
19-FT. WALTON BEACH		
20-FT. WALTON BEACH		
21-OKALOOSA COUNTY		
22-OKALOOSA COUNTY		
23-VALPARAISO		
24-NICEVILLE		
25-OKALOOSA COUNTY		
26-OKALOOSA COUNTY		
27-OKALOOSA COUNTY		
28-VALPARAISO		
29-NICEVILLE		
30-OKALOOSA COUNTY		
31-NICEVILLE		
32-NICEVILLE		
33-OKALOOSA COUNTY		
34-OKALOOSA COUNTY		
35-OKALOOSA COUNTY		
36-OKALOOSA COUNTY		
37-OKALOOSA COUNTY		



**SAND COLLECTION (PUBLIC PROPERTY) AND/OR PRIVATE PROPERTY IF DIRECTED BY THE COUNTY & SCREENING RATE**

Removal and collection of disaster deposited same from public property. Sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped at a final disposal location determined by the Owner. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

\$ \_\_\_\_\_ per cubic yard for 0-15 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for 15.1-30 miles, one-way haul

\$ \_\_\_\_\_ per cubic yard for over 30 miles, one-way haul

**DEMOLITION OF STRUCTURES**

1. Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

\_\_\_\_\_ 0-5 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

\_\_\_\_\_ 5.1-10 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

\_\_\_\_\_ Over 30 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

2. Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and removal all white goods, e-waste and household hazardous waste for ROW collection. Does not include removal of concrete slabs.

\_\_\_\_\_ 0-5 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

\_\_\_\_\_ 5.1-10 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

\_\_\_\_\_ 10.1-15 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

\_\_\_\_\_ 15.1-30 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard

\_\_\_\_\_ Over 30 miles, one way haul                      \$ \_\_\_\_\_ per cubic yard



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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

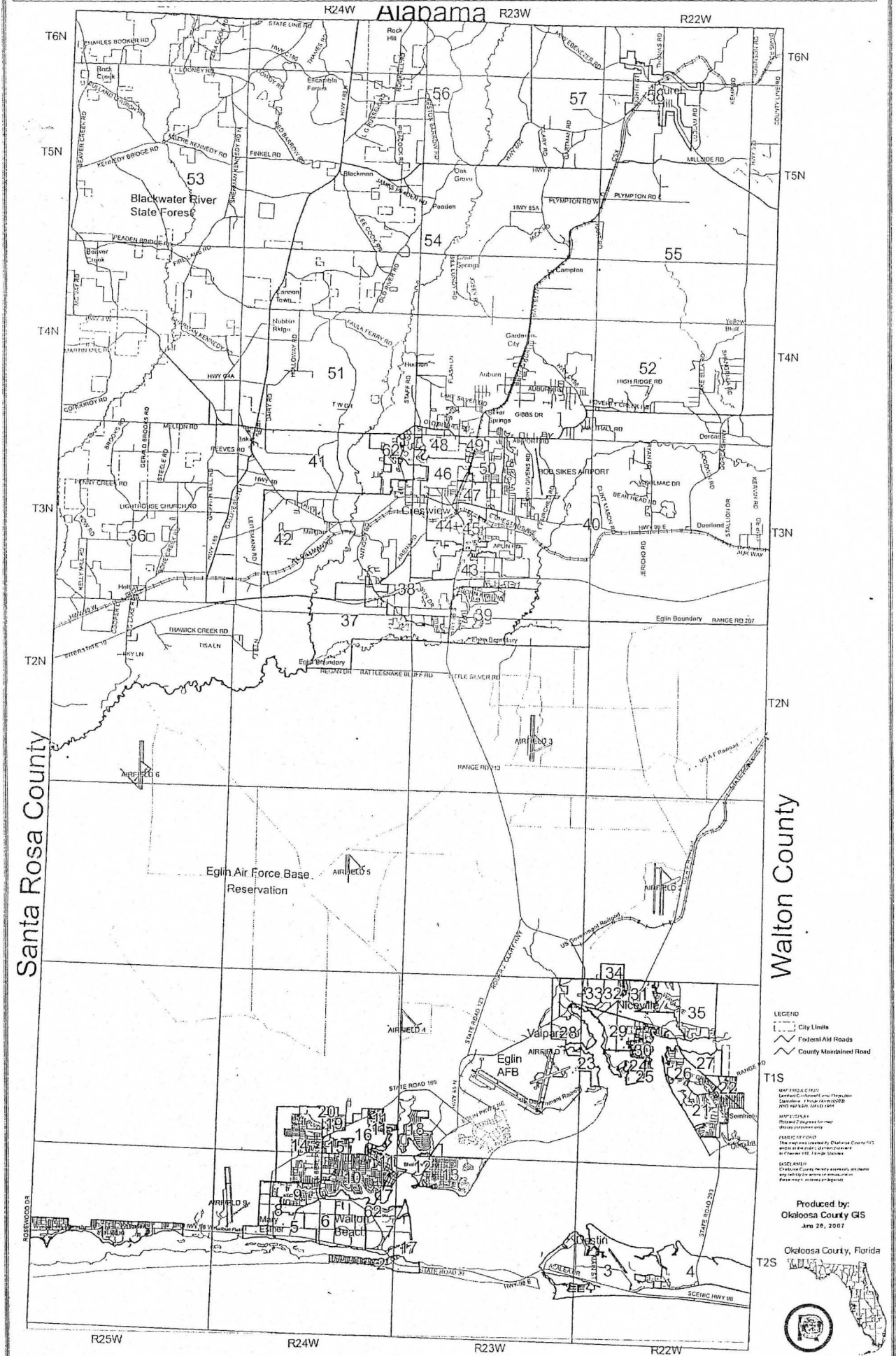
\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

\_\_\_\_\_  
E-mail address

# Okaloosa County Hurricane Debris Removal Zone Maps



**LEGEND**  
 City Limits  
 Federal AM Roads  
 County Maintained Road

**T1S**  
 MAP PRODUCTION  
 Licensed Geomatics Engineering  
 Cartographer: Kimberly Steele  
 2007-08-28 10:28:00  
 100% FOR SCALE: 1:100,000  
 UNIT: Feet  
 PROJECT: 070801  
 DATE: 08/28/07  
 DRAWN BY: KIMBERLY STEELE  
 CHECKED BY: KIMBERLY STEELE  
 APPROVED BY: KIMBERLY STEELE  
 PROJECT: 070801  
 DATE: 08/28/07  
 DRAWN BY: KIMBERLY STEELE  
 CHECKED BY: KIMBERLY STEELE  
 APPROVED BY: KIMBERLY STEELE

Produced by:  
 Okaloosa County GIS  
 Jan 26, 2007

Okaloosa County, Florida



1, 2, 4, 11, 21, 22, 25, 26, 27, 30, 33, 34, 35, 36, 37, 39, 40, 41, 42, 48, 50, 51, 52, 53, 54, 55, 56, 57, 59, 60, 61

**Note: Each City entity qualifies to award their area and to enter into a separate stand alone contract with the low bidder.**

- b. Upon receipt of "Notice to Proceed," the contractor shall commence work within 48 hours.
  - c. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
  - d. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - e. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the County.
  - f. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the trust amount of the proposal.
9. **LIQUIDATED DAMAGES:** - Should the contractor fail to commence work for the Okaloosa County Board of County Commissioners within two (2) calendar days or should the contractor fail to continue the work in an expeditious manner, the contractor shall be subject to a One Thousand Dollar (\$1,000.00) per day per city/governmental agency assessment for liquidated damages. This sum will be deducted from monies due the contractor.
10. **SPECIFICATION EXCEPTION:** Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions may result in the bidder being disqualified.
11. **ADDITION/DELETION OF ITEMS:** The County reserves the right to add or delete any item from this bid or resulting contractor when deemed to be in the County's best interest.
- ~~12. Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.~~

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:05 p.m.** (local time) ~~August 22, 2013~~ **September 5, 2013**, for **Emergency Debris Removal (Standby Contract)**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted.

A **mandatory pre- bid conference** is scheduled for **August 14, 2013 @ 11:00 a.m.** (CST) to discuss the scope of work and answer questions. The meeting will be held at the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., 3<sup>rd</sup> Floor Board Room, Ft. Walton Beach FL 32547. **You must attend this pre-bid conference in order to submit a bid.**

At **3:05 p.m.** (local time) ~~August 22, 2013~~ **September 5, 2013**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and **"Bid on Emergency Debris Removal (Standby Contract) to be opened @ 3:05 P.M., August 22, 2013 September 5, 2013.** The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to make outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**Clerk of Circuit Court  
Attn: Gary Stanford  
Okaloosa County Finance  
302 N. Wilson St., #203  
Crestview FL 32536**

//Signed//  
Richard L Brannon  
Purchasing Director

07/29/2013  
Date

DON W. Howard  
Clerk of Court

By: //Signed//  
Deputy