

**BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL
FOR
DISASTER RESPONSE SERVICES**



RFP NO: 010-003

The Board of County Commissioners, Walton County, Florida (the “County”) is seeking to enter into a contract with a firm who has experience in Disaster Response Projects, Management and Reconstruction resulting from the impact of a hurricane landfall, violent storms spawning tornadoes or other disasters.

RFP DEADLINE: November 23, 2009 no later than 9:00AM local time, and will open immediately thereafter.

LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT’S OFFICE. PROPOSALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT PROPOSALS ARE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

To be considered, Proposer must submit an original and five (5) copies of the RFP in a sealed envelope or package, clearly marked with the Proposer’s name, address, and the words **“DISASTER RESPONSE SERVICES”** addressed to:

Office of Central Purchasing
176 Montgomery Circle
DeFuniak Springs, Florida 32435

TABLE OF CONTENTS

SECTION 1 – INTRODUCTION.....	4
1.1 Purpose.....	4
SECTION 2 – SCOPE OF WORK.....	4
2.1 Services.....	4
2.2 Requirements.....	5
2.3 Load Tickets.....	6
2.4 Debris Classification.....	6
2.5 Equipment.....	6
2.6 Reporting.....	7
2.7 Other Considerations.....	8
2.8 Measurements.....	8
SECTION 3 – PROCUREMENT RULES AND INFORMATION.....	9
3.1 Contact Person.....	9
3.2 Calendar Events.....	9
3.3 Submission of Proposal.....	9
3.4 Proposal Opening.....	10
3.5 Insurance Requirements.....	10
3.6 Cost of Preparing Proposals.....	11
3.7 Disposal of Proposal.....	11
3.8 Proposal Rules for Withdrawal.....	11
3.9 Rejection of Proposal.....	11
3.10 Proposal Conference.....	12
3.11 Verbal Instructions.....	12
3.12 Sales and Use Tax.....	13
3.13 Public Entity Crimes.....	13
3.14 Drug Free Workplace.....	13
3.15 Addendum.....	13
3.16 Notices.....	14
3.17 Representation.....	14
3.18 Protest.....	14
3.19 Local Vendor Preference.....	15
3.20 Indemnification.....	15
3.21 Selection Criteria.....	16
SECTION 4 – CONTENTS OF PROPOSAL.....	16
4.1 Forms.....	16
4.2 Contact for Contract Administration.....	16

SECTION 5 – AWARD OF CONTRACT.....	17
5.2 Identical Tie Proposals.....	17
SECTION 6 – TERM OF CONTRACT.....	17
6.1 Term of contract.....	17
6.2 Termination	17
<i>ATTACHMENT 1 – Information Sheet.....</i>	18
<i>ATTACHMENT 2 – Contact for Contract.....</i>	19
<i>ATTACHMENT 3 – Proposal Sheet.....</i>	20
<i>ATTACHMENT 4 – Rate Fee Schedules.....</i>	21
<i>ATTACHMENT 5 – Local Vendor Preference.....</i>	27
<i>ATTACHMENT 6 – Public Entity Crimes.....</i>	28
<i>ATTACHMENT 7 – Drug Free Workplace.....</i>	31

SECTION 1 – INTRODUCTION

1.1 PURPOSE:

Walton County is seeking a firm who has experience in disaster response projects, management and reconstruction due to hurricanes and natural disasters. This firm will manage relief services, debris management, technical assistance, project management, temporary workforce housing, construction management, demolition, medical and hazardous waste remediation and disposal, landfill management, and clean up of coastal lakes.

SECTION 2 – SCOPE OF WORK

2.1 SERVICES:

- The contractor shall provide all expertise, effort, personnel, materials and equipment, including recovery management support (e.g., reimbursement documentation and substantiation).
- Contractor will develop pre-event emergency response contracts with local equipment contractors, as approved by the County, to ensure sufficient resources are available on timely bases to rapidly accomplish debris removal.
- Establish debris assessment process to define scope of damage.
- Develop and coordinate announcements with the Public Information Office regarding debris removal process, collection times, temporary storage sites used of private contractors, environmental and health issues.
- Provide technical assistance related to the FEMA Public Assistance Program, and training on the regulations, policies and procedures of FEMA.
- Work with the Public Works Director in identifying debris storage and reduction sites. Activation of sites will be under the control of the Public Works Director.
- Contractor will supply ice, water and food until FEMA state resources are available and will continue to coordinate the distribution of ice & water, temporary power generators, feeding stations, port-a-lets and temporary housing facilities.
- Provide fuel and coordinate distribution on an as needed basis.
- Contractor shall provide for the debris removal and disposal of all eligible debris from the County designated locations in the public Right of Ways (ROW) and private ROW.
- Contractor shall provide for the debris removal and disposal of all eligible debris from the County designated locations in the public (ROW)
- Debris shall be taken to approved dumpsite. Contractor shall obtain all necessary permits.

- Eligible debris shall consist of brush, branches and fallen trees within the public ROW.
- Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters ROW. Only that part of the debris that lies within the ROW shall be removed. The contractor shall not enter onto private property during the performance of this contract.
- Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. The debris work area shall be left clear of debris and cleaned, as reasonable and practical under the conditions of this project.
- The contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROW's, including all landscaped areas. All equipment shall be approved by the County prior to use. All loading equipment is required to operate from the streets/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs or streets shall be repaired at the expense of the contractor.
- 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.
- All work shall be accomplished in a safe manner in accordance with County, and State Safety Standards and OSHA standards.
- All employees of the contractor shall wear a uniform with identification.

2.2 REQUIREMENTS:

- Proposer shall include company profile, history and organization, years in business and location of office.
- Include descriptions of projects that your firm has completed that are related to the proposed project.
- Provide at least three (3) references for projects completed that are similar to this project. Each reference shall include a contact name, title, address and phone number.
- Experience in handling County and Governmental accounts.
- Contractor must begin work within 24 hours notice from the Emergency Response Director. Hours of work will be negotiated with the Public Works Director, and will depend on the severity of storm.

2.3 LOAD TICKETS:

Load tickets shall be used for recording the cubic yard volume of debris removed for disposal. The contractor shall provide all load tickets to the County. A copy of the load ticket to be used by the contractor shall be submitted for County approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts. Each load ticket shall contain the following information:

- Ticket number
- Contractor name
- Date
- Truck capacity
- Truck or roll-off number
- Point of debris collection
- Loading departure time
- Dump arrival time
- Actual debris volume

2.4 DEBRIS CLASSIFICATION:

- Eligible Debris-Eligible debris is considered all storm related, that is located within the public ROW.
- Shall include brushes, limbs, branches and downed trees located within the public ROW and coastal lakes.

2.5 EQUIPMENT:

All trucks and other equipment must be in compliance with all applicable federal, state, and local regulations. All trucks and equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" x 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The contractor shall rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The contractor is responsible for ensuring all loading and transport equipment

complies with state and local laws. The contractor prior to use shall inspect all equipment. The contractor will provide a form for this purpose.

Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the contractor. Magnetic signs are not permitted. The signs shall contain the following information:

- Company name
- Truck number
- Cubic yardage with or without sideboards
- Inspectors name

Prior to commencing debris removal operations, the contractor shall present to the County all trucks, trailers or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County may, at any time, request that the trucks be re-measured. The contractor shall notify the County each time a new truck, trailer or container is to be used under this contract.

The contractor shall provide an inspection tower at each dumpsite. The tower shall be constructed such that the County monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing volume. The inspection tower will be constructed to meet all local, state and federal safety requirements. The contractor may provide a mechanical lift to be used in place of the constructed tower. The contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the County. The contractor shall provide portable restroom facilities at all dumpsites and shall be responsible for the removal of portable restroom facilities.

2.6 REPORTING:

The contractor shall submit a report to the County project managers each day for the term of the contract. Each report shall contain, at a minimum, the following information:

- Contractors name
- Contract number
- Truck number
- Location of work
- Day of report
- Daily and cumulative totals of debris removed, by category

Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

2.7 OTHER CONSIDERATION:

The contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor.

- Additionally, the contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract. The contractor shall be duly licensed in accordance with the state and county statutory requirements to perform the work.
- Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the contractors or subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The contractor shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements.
- The contractor shall be responsible for obtaining all applicable environmental and regulator permits prior to the contractor commencing operations.
- The County may suspend the contractor operations due to inclement weather.
- The contractor shall employ as many local residents and subcontractors as possible as part of this contract. County may approve subcontractors from a list which the contractor will provide.

2.8 MEASUREMENTS:

Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered from pick up point to the stockpile site, as supported by the load tickets, and calculated by the stockpile monitor. Load tickets shall document measurement.

No payment will be made for material delivered to the stockpile site until it is ground and transported to the disposal site.

3.4 PROPOSAL OPENING:

Proposals will be accepted until **23rd day of November 2009.**
By **9:00AM** local time and will open immediately thereafter
at the Office of Central Purchasing.

Proposals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Purchasing at 850-892-8176 ext. 242 at least five (5) working days prior to the event.

3.5 INSURANCE REQUIREMENTS:

VENDOR shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by VENDOR, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the

Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$300,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

3.6 COST OF PREPARING PROPOSALS:

The County is not liable for any costs incurred by the proposer in responding to this RFP, including those for oral presentations.

3.7 DISPOSAL OF PROPOSAL:

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

Any submitted proposal shall remain a valid proposal for 30 days after the submission date.

3.8 PROPOSAL RULES FOR WITHDRAWAL:

A proposal may not be withdrawn for a period of thirty (30) calendar days after the date of the RFP opening.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

3.9 REJECTION OF PROPOSAL:

The County reserves the right to accept or reject any all proposals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to

reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

3.10 PROPOSAL CONFERENCE

There **will not be** a pre-proposal conference.

3.11 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee. Only those communications from proposers, which are signed, and in writing will be

recognized by the County, as duly authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

3.12 SALES AND USE TAX:

The PROPOSER agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the PROPOSER are included in the stated bid price for the Project. The County is tax exempt from federal excise and state sales tax.

3.13 PUBLIC ENTITY CRIMES:

The PROPOSER must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, 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.

3.14 DRUG FREE WORKPLACE:

The PROPOSER must complete the County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Walton County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

3.15 ADDENDUMS

The County may issue Addendums to modify the proposal as deemed appropriate.

Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledge Form.

3.16 NOTICES:

Any notices to be given under this RFP shall be given by United States Mail, addressed to PROPOSER at its address stated herein, and to the COUNTY at its address stated herein. Additional notice may also be given by facsimile or email in which case it shall be deemed that notice was provided on the date said facsimile/email was received. The party providing notice by facsimile/email shall confirm that the facsimile/email was received by the other party.

3.17 REPRESENTATION:

The PROPOSER represents to the COUNTY that:

- A. The PROPOSER is properly certified and licensed; is solvent financially; is experienced in and competent to complete the Project.
- B. The PROPOSER is familiar with all Federal, State, Local or other regulatory laws, ordinances and regulations, which in any manner whatsoever, may affect the Project.

3.18 PROTEST:

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a proposal protest must be submitted with the Purchasing Agent or Finance Director within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten calendar days after filing written notice of intent.

Each written protest must be accompanied by a proposal protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible proposal received by the County.

3.19 LOCAL VENDOR PREFERENCE:

Award of the contract for this project shall be subject to local preference in accordance with the Walton County Purchasing Policies and Procedures (PP017). Application for Local Preference is attached to this Request for Proposal.

3.20 INDEMNIFICATION:

Contractor shall indemnify and save harmless the County, its officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including employees of Contractor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Contractor's, or any subcontractor or supplier of contractor, negligent performance or non-performance of the Project; (b) Defective Work, whether by Contractor, or any subcontractor or supplier of Contractor; (c) the failure of contractor of any subcontractor of Contractor to provide a safe work place; (d) noncompliance with federal, state, and local laws and regulations by Contractor, or any subcontractor or supplier of Contractor; (e) the failure of Contractor, or any subcontractor, or supplier of Contractor to obtain or renew the insurance coverage's required by the Contract Documents; or (f) claims for damages to the Project itself, and claims for any other costs which any of them may incur arising from failure, neglect, or refusal of Contractor to faithfully perform the Project and other obligations under the Contract Documents. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Contractor shall not be required to indemnify the County for the County's own negligence. Contractor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the County and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that proportion of any judgment for which the County may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The County and Contractor agree that one percent (1%) of the total compensation to the Contractor for performance of this contract is the specific consideration from the County to the Contractor for Contractor's indemnity agreement.

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any

invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the County, its officers, Commissioners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement or patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

3.21 SELECTION CRITERIA:

Firms shall be ranked on the following:

<u>Criteria</u>	<u>Points</u>
<ul style="list-style-type: none"> • Response to the RFP. Approach to meeting the requirements of the scope of work and understanding the project. 	30
<ul style="list-style-type: none"> • Cost of providing services. 	05
<ul style="list-style-type: none"> • Similar experience. 	20
<ul style="list-style-type: none"> • References from communities already served. 	20
<ul style="list-style-type: none"> • Resumes and experience of management team, site supervisors, and other key personnel. 	25

SECTION 4 – CONTENTS OF PROPOSAL

This section contains instructions regarding the format of the RFP that are to be submitted.

4.1 FORMS:

It is MANDATORY that vendor’s return the Request for Proposal cover sheet with their proposal. A representative who is authorized to contractually bind the vendor shall sign the Proposal.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form along with the Public Entity Crime Form.

4.2 CONTACTS FOR CONTRACT ADMINISTRATION:

Proposers shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

SECTION 5 - AWARD OF PROPOSAL

The Board will award this RFP to the most responsive responsible proposer with the best cumulative price and meets the County's needs. In the event the best cumulative proposer is found to be non-responsive, the County may proceed to the next best cumulative responsive responsible proposer and continue the award process.

5.1 IDENTICAL TIE PROPOSALS:

In the event of a tie between identical proposals from this Request for Proposal, the Board shall decide the final determination of the award.

SECTION 6 – TERM OF CONTRACT

6.1 TERMS:

The term of this contract shall be for two (2) years-beginning on the date of its complete execution with an option to renew for two (2) additional terms of one (1) year each at the sole discretion of the County, unless earlier terminated by the Board of the County Commissioners.

6.2 TERMINATIONN OF CONTRACT:

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

SIGNATURE: _____

PROPOSAL FEE SCHEDULE

FIRM: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

SIGNATURE: _____

Annual Retainer Fee \$ _____

**FEE RATE SCHEDULE
EQUIPMENT LEASING FOR CLEARING OF DEBRIS**

Item Description	Size or Type	Unit Measure	Unit Price
Heavy Equipment-Operators Included			
Water Truck		Hour	
Bobcat Loader		Hour	
Dozer, Tracked	D5 or similar	Hour	
Dozer, Tracked	D6 or similar	Hour	
Dozer, Tracked	D7 or similar	Hour	
Dozer, Tracked	D8 or similar	Hour	
Grader w/12" blade			
Hydraulic Excavator	1.5 CY	Hour	
Hydraulic Excavator	2.5 CY	Hour	
Knuckle boom Loader		Hour	
Soil Compactor	81 HP+	Hour	
Soil Compactor	to 80 HP	Hour	
Tub Grinder	800 to 1000HP	Hour	
Wheel Loader	2.5 CY 950 or similar	Hour	
Wheel Loader	3.5/4.0 CY 966 or similar	Hour	
Wheel Loader – backhoe	1.0-1.5 CY	Hour	
Backhoe Loader & Thumb Attachment		Hour	
Haul Vehicles-Operators Included			
Lowboy Trailer with Tractors		Hour	
Dump Truck	18-20 CY	Hour	
Dump Truck	21-30 CY	Hour	
Soil Compactor, Towed Unit		Hour	
Truck, Flatbed		Hour	

Item Description	Size or Type	Unit Measure	Unit Price
Transportation Vehicles			
Pickup Truck	5 ton	Hour	
Personnel – All costs included			
Project Management		Hour	
Laborer w/small tools		Hour	
Traffic Control, flag person		Hour	
Laborer with chain saw		Hour	
Crew Foreman w/cell phone & pickup		Hour	
Operations Manager w/cell phone & pickup		Hour	
Miscellaneous Equipment			
Air Curtain Burner	Self Contained	Hour	
Emergency Power			
Generator		Hour	
Lighting		Hour	
Fuel			
Gasoline/Diesel		Gallon	
Fuel Distribution			

**FEE RATE SCHEDULE
CLEARING OF DEBRIS**

Item Description	Size or Type	Unit Measure	Unit Price
Mobilization & Demobilization			
Water Truck		Job	
Pickup, haul & dump burnable debris at Temporary debris storage site		Cubic Yard	
Pickup, haul & dump non-burnable debris at a county authorized landfill		Cubic Yard	
Hazardous stump removal, haul and dump at a temporary debris storage site	<6 inch diameter	Each	
Hazardous stump removal, haul and dump at a temporary debris storage site	6 to12 inch diameter	Each	
Hazardous stump removal, haul and dump at a temporary debris storage site	12 to 24 inch diameter	Each	
Hazardous stump removal, haul and dump at a temporary debris storage site	24 to 48 inch Diameter	Each	
Hazardous stump removal, haul and dump At a temporary debris storage site	>48 inch diameter	Each	
Fill dirt, purchased and placed in holes Created by removal of hazardous stumps		Cubic Yard	
Pickup, haul, dump and screen beach Sand deposited on roadways. Note: Debris From sand screening will be placed at the edge of the right-of-way, picked up, hauled, and dumped at temporary debris storage site or county authorized landfill at the unit prices listed.		Cubic Yard	

**FEE RATE SCHEDULE
DEBRIS REDUCTION**

Item Description	Size or Type	Unit Measure	Unit Price
Mobilization & Demobilization			
Temporary debris storage site operations, Including reduction of burnable debris through air curtain incineration		Cubic Yard	
Temporary debris storage site operations, Including reduction of burnable debris by chipping and grinding		Cubic Yard	
Loading of reduction by-products (mulch or ash) haul to final disposal location and dump		Cubic Yard	
Tipping/disposal fee for disposal of non-burnable debris & reduction of by-products			
Temporary debris storage site preparation			

**FEE RATE SCHEDULE
MARINE DEBRIS REMOVAL**

Item Description	Size or Type	Unit Measure	Unit Price
Removal, Hauling & Disposal of Eligible Debris			
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	0-15 miles	Cubic Yard	
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	16-30 miles	Cubic Yard	
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	31-60 miles	Cubic Yard	
Load hauled from the temporary debris storage and reduction site for final disposition at a landfill or recycling facility.	0-15 miles	Cubic Yard	
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	16-30 miles	Cubic yard	
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	31-60 miles	Cubic yard	
Additional Services		Price per Lb	
Dead animal carcasses		lb	
Hazardous stumps (contractor shall measure the stump three feet above the normal ground level to determine the diameter of the trunk)	<6 inch diameter	Each Stump	
Hazardous stumps (contractor shall measure the stump three feet above the normal ground level to determine the diameter of the trunk)	6 to <12 inches diameter	Each Stump	
Hazardous stumps (contractor shall measure the stump three feet above the normal ground level to determine the diameter of the trunk)	12 to <24 inches diameter	Each Stump	
Hazardous stumps (contractor shall measure the stump three feet above the normal ground level to determine the diameter of the trunk)	24 to <48 inches diameter	Each Stump	
Hazardous stumps (contractor shall measure the stump three feet above the normal ground level to determine the diameter of the trunk)	>48 inches	Each Stump	

Fill dirt		Cubic Yard	
Freon Recovery		Per unit	
Reduction by chipping & grinding		Cubic yard	
Reduction by incinerating		Cubic Yard	

**WALTON COUNTY
LOCAL PREFERENCE APPLICATION**

PROJECT NAME: Disaster Response Services
RFP NO.: 010-003

Name of Business: _____

Address: _____

City, State: _____ Zip code: _____

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP017.

- My business maintains its principal place of business within Walton County; OR

- My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Invitation to Bid.

Signature

Date

PUBLIC ENTITY CRIMES

Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,
Walton County, Florida by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is
_____; (if the entity has no FEIN, include the Social Security Number
of individual signing this sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or Federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a)

Florida Statutes, means:

A predecessor or successor of a person convicted of a public crime;

or;

an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or have the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ **Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.**

_____ **The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.**

_____ **The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime**

subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 200__.
Personally known to me___, or produced the following identification as proof of identity. _____.

My Commission Expires:

Notary Public

Printed Notary Name
Commission Expires:_____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place 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 work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of contractual services that are under bid a copy of the statement specified in paragraph #1.**
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name