

**BEACH CLEANING SERVICES
FOR
OKALOOSA ISLAND & DESTIN, FLORIDA**



**OKALOOSA COUNTY TOURIST DEVELOPMENT
DEPARTMENT
FUNDING & MANAGEMENT ORGANIZATION**

BID #: TDD 56-13

BID OPENS: AUGUST 29, 2013 @ 3:10 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:10 p.m.** (local time) , **August 29, 2013** for **Beach Cleaning Services for Okaloosa Island & Destin**. Copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at 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.

At **3:10 p.m.** (local time), **August 29, 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 Beach Cleaning Services for Okaloosa Island & Destin to be opened at, 3:10 p.m., August 29, 2013**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Board of County Commissioners Conference and Training Room # 305 Located at 302 N. Wilson Street, Crestview, FL 32536. Bids may be submitted in the Conference and Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson Street, # 203.

There will be a mandatory pre-bid meeting held on August 21, 2013 @ 2:00 p.m. at the Tourist Development Welcome Center, Conference Room, Located at 1540 Miracle Strip Parkway, S.E. Fort Walton Beach, FL 32549.

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 mark 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 Courthouse
101 E James Lee Blvd. #118
Crestview FL 32536

Richard L Brannon
Purchasing Director

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

**BEACH CLEANING SERVICES
OKALOOSA ISLAND & DESTIN, FLORIDA**

SECTION A

INVITATION TO BID

1. INVITATION TO BIDDERS

- A. Sealed bids must be delivered to :

Clerk of Circuit Court
Attention: Gary Stanford, Finance Director
Brackin Building
Room # 203
302 N. Wilson Street
Crestview, FL 32536

- B. Bids will be received at the above location until:
3:10 p.m., August 29, 2013

- C. Location of the opening will be:

Conference & Training Room # 305
Brackin Building
302 N. Wilson Street
Crestview, FL 32536

- D. Pre-Bid meeting – mandatory on **August 21, 2013 @ 2:00 p.m.** TDD Welcome Center, 1540 Miracle Strip Parkway, S.E. FWB, FL 32549

2. BIDDING DOCUMENTS

- A. The Contract Documents for bidding may be examined and obtained at the office of the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536, 850-689-5960 or may be downloaded from the Okaloosa County Purchasing Department Website (www.co.okaloosa.fl.us).

3. PREPARATION AND SUBMISSION OF PROPOSAL

- A. All bids must be made on Proposal Forms, included herein, properly executed and sealed in envelopes reflecting on the outside:

1. "Bid for Beach Cleaning Services- Okaloosa Island & Destin, Florida"
2. Bidder's name and phone number

Bids received by fax will not be accepted.

- B. The County reserves the right to reject any or all bids, waive informalities in any bid, and to make the award in the best interest of the County.
- C. No changes in the amounts of bids appearing on outside of bids will be considered. Only the amounts shown inside the envelope will be considered. All changes, corrections and erasures **MUST BE INITIALED** by the person signing the bid.
- D. Furnish with your bid the satisfaction of your proper licensing in Okaloosa County.

4. SECURITY FOR FAITHFUL PERFORMANCE

- E. A bid bond representative of five percent (5%) for the first year's total bid price must be submitted with the bid package.
- F. A payment and performance bond in the amount of **\$25,000** made out to the Okaloosa Board of County Commissioners, issued by an institution approved by the County, will be due at the signing of the contract by the successful bidder, for the faithful performance of the contract.

5. DRUG FREE ENVIRONMENT

The bidder shall provide a drug-free workplace environmental for employees. Certification shall be supplied with each bid found in the proposal.

6. 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 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 placed on the convicted vendor list.

7. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal name of any officer, director, or agent

who is also a public officer or an employee of the Okaloosa County Board of County Commissioners, or any of its agencies.

Further, 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.

Further, the official, prior to or at any 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 bidders' convenience, the certification form is enclosed and is made a part of the bid package.

8. IDENTICAL TIE PROPOSAL

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program.

NOTE: For bidders' convenience, the certification form is enclosed form is enclosed and is made a part of the bid package.

9. LOCAL PREFERENCE

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such politician subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipalities or other political subdivisions in which the out-of-county 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 its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference state the extent of such preference to include the amount and type preference offered. 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 bidders' convenience, the certification form is enclosed form is enclosed and is made a part of the bid package.

10. BID OPENING

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.

1.10 Where required, bidder must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the specifications of the bid package. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

1.11 The Owner shall provide to bidders, prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

1.12 Exhibit "A" contains the provisions required for the Beach Cleaning Services. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

1.13 The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

1.14 A conditional or qualified bid may not be accepted.

1.15 All applicable laws, ordinance, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout.

1.16 Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the bid specifications. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

11. AWARDS AND REJECTIONS

A. The Board in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Board to complete or perform an Okaloosa County contracted project in a timely fashion, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.

- B. There is no obligation on the part of the County to award the bid to the lowest bidder, submitting a responsive bid with a resulting negotiating agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bids and to accept the bid that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional bid and will reject those which make it impossible to determine the true amount of the bid. Each item must be paid separately and no attempt is to be made to tie any item to any other item or items.

12. The following documents are to be submitted with this bid:

- A. Bid Bond in the amount of 5% for the first year's total bid price.
- B. Bidder Supplemental Information Form (to be filled out).
- C. Breakdown of Cost Per Day Form (to be filled out).
- D. Machine Cleaning Form (to be filled out).
- E. Bid Sheet (to be filled out and signed).
- F. Submittal Statement (to be filled out and signed).
- G. Hold Harmless Form (to be filled out and signed).
- H. Drug-Free Workplace Certification Form (to be filled out and signed).
- I. Conflict of Interest Disclosure Form (to be filled out and signed).
- J. Local Preference Data Sheet (to be filled out and signed).
- K. No Contact Clause Form (to be filled out and signed).

BID SCHEDULE – THREE (3) YEAR PERIOD

Award will be based on the bid in the best interest of the County. The County reserves the right to award a separate contract for the Destin work and a separate contract for the Okaloosa Island work if deemed in the best interests of the County. The Owner retains the option to award and/or reject any or all bids.

Bidder agrees to provide all necessary supervision, labor, machines, tools, apparatus, and other means to do all the work and furnish all the material specified on this contract and approved by the County and TDC in the manner and time prescribed and according to the requirements of the County as therein set forth.

Note: All entries in the proposal must be clear, either typewritten or hand lettered legibly, in ink. Where indicated, bid prices must be written both in word and figures. A discrepancy between the amount shown in figures and the amount shown in words shall be grounds to disqualify the bid.

BIDDER SUPPLEMENTAL INFORMATION

The intent of this sheet is to provide additional specific information to the owner as to the ability of the Bidder to complete the project. It is understood that the actual equipment and manpower on the project site may vary depending on the work being performed at a given time. Actual commencement of the contract time will be determined after award of contract. Bidder shall attach a financial statement to bid. Attach additional sheets as needed.

Equipment that will be dedicated to this service (REQUIRED INFORMATION)

Please provide manufacturer's descriptive literature of equipment with specification to be utilized if less than three (3) years old. If equipment is older than three (3) years old, please provide pictures of each piece for the committee's review.

Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

Manpower that will be dedicated to this service:

Beach cleaning services of similar type and size completed by the Bidder:

Services provided for whom and year(s).	Area of cleaning service performed.
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Other information which may be pertinent to these services:



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

(REVISED: JANUARY 12, 2001)

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:	_____
ADDRESS:	_____		(Typed or Printed)
	_____	TITLE:	_____
	_____	E-MAIL:	_____
PHONE NO.:	_____		

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), of 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)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

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

NO CONTACT CLAUSE

The Board has 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, Request 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 violation of this policy 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

On this _____ day of _____, 20____ 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.

EXHIBIT "A"
BID SPECIFICATIONS FOR PROVIDING
BEACH CLEANING SERVICES
TDC

AGREEMENT BETWEEN _____
AND OKALOOSA COUNTY, FLORIDA FOR BEACH CLEANING SERVICES

This Agreement made and entered into this ____ day of _____, 2013, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and _____ (the "Contractor") for the provision of beach cleaning services as more particularly set forth herein.

WITNESSETH:

WHEREAS, the COUNTY has determined that a clean beach is an essential component in the County's goal of increasing tourism and improving the overall economy of Okaloosa County; and

WHEREAS, the COUNTY has concluded that the services of a professional beach cleaning services are needed to maintain clean beaches free of trash and debris; and

WHEREAS, the Board of County Commissioners, through a selection process conducted in accordance with the requirements of law and County policy, has selected CONTRACTOR as the provider for the aforementioned purpose; and

WHEREAS, the CONTRACTOR has professional staff available to perform these functions and provide the services required under this Agreement; and

WHEREAS, the COUNTY seeks to engage the CONTRACTOR for the purposes of providing these services.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I: RECITALS

1.1 The above recitals are incorporated as essential terms of this Agreement.

ARTICLE II: SCOPE OF SERVICES

2.1 The CONTRACTOR shall clean certain areas of the beach, provide beach repairs, erosion control measures and hazard management services in accordance with the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

2.2 The CONTRACTOR shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the COUNTY at all times as necessary for the proper performance of this Agreement by the CONTRACTOR.

ARTICLE III: COMPENSATION AND INVOICES

3.1 Compensation under this Agreement shall be as set forth in EXHIBIT A attached hereto and incorporated by reference.

3.2 The CONTRACTOR shall submit copies of effective contracts, insertion orders, a recapitulation of credits and debits affecting previously submitted statements or invoices and substantiating bills, along with support documentation for invoices presented for payment.

3.3 It is mutually agreed and understood that payments to the CONTRACTOR for approved expenditures shall be made only upon submission to the COUNTY of itemized copies or original invoices. All statements or invoices for fees for services rendered submitted by the CONTRACTOR to the COUNTY shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged. Invoices submitted by the CONTRACTOR for services performed under this Agreement shall be itemized such that the description of services performed is consistent with the description included in the scope of services attached hereto as EXHIBIT A.

3.4 No invoice will be processed without the executed task order, purchase order or contract/lease payment approval form, as applicable, approved by the respective County official(s). No invoice for expenditures will be approved unless a copy of the actual invoice from the vendor accompanies the invoice reflecting the acquisition of goods/services.

3.5 No advancement of funds will be issued unless specifically approved by the Board of County Commissioners.

3.6 In the event a portion of an invoice submitted to the COUNTY for payment to the CONTRACTOR, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

ARTICLE IV: INDEPENDENT CONTRACTOR

4.1 It is mutually agreed that the CONTRACTOR is and shall remain an independent contractor and is not an employee or agent of the COUNTY.

4.2 COUNTY NON-LIABILITY. The CONTRACTOR agrees to exercise its best judgment in providing the services under this Agreement. However, nothing contained herein shall be deemed to obligate the COUNTY to indemnify the CONTRACTOR against any loss or damage which the CONTRACTOR may incur as a result of any claim, suit or proceeding made or brought against the CONTRACTOR based upon any services provided by the CONTRACTOR for the COUNTY.

ARTICLE V: TERM OF AGREEMENT

5.1 This Agreement shall be effective on October 1, 2013 and shall terminate on September 30, 2016 unless terminated earlier pursuant to the provisions of this Agreement. The parties may mutually agree to a total of two (2) one-year extensions beyond this initial term. Such extension of this Agreement shall be in writing executed and approved by both the COUNTY and the CONTRACTOR.

5.2 Termination Without Cause. The COUNTY may terminate this Agreement without cause by giving written notice to the CONTRACTOR of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.

5.3 Termination With Cause. This Agreement may be terminated by the COUNTY if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.

5.4 In the event sufficient budgeted funds are not available for a new fiscal monthly period, the COUNTY shall notify the CONTRACTOR of such occurrence and the Agreement shall terminate on the last day of the current fiscal monthly period without penalty or expense to the COUNTY. Such termination shall be deemed without cause.

5.5 The rights, duties and responsibilities of the CONTRACTOR shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.

5.6 If the Agreement is terminated by the COUNTY as provided herein, the CONTRACTOR will be paid an amount which is equal to the total of all costs incurred on or prior to cancellation date. However, CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

ARTICLE VI: CONTRACTOR REQUIREMENTS AND CERTIFICATIONS

6.1 The CONTRACTOR certifies that it will not attempt in any manner to improperly influence any specifications, to be restrictive in any respect, nor attempt in any way to improperly influence any purchasing of services or commodities by the COUNTY.

6.2 The CONTRACTOR hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

6.3 The CONTRACTOR certifies that it has received and reviewed the COUNTY'S Contracts and Leases Policies and Procedures Manual, Purchasing Manual and Tourist Development Operations and Procedures Manual, and agrees to conform to the requirements of these policies. A violation of any COUNTY policy relating to the purchasing of services or the administration of this Agreement as required by the COUNTY policies shall be deemed a material breach of this Agreement.

6.4 The CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of executing this Agreement. The compensation amount and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

6.5 In connection with the services to be performed under this Agreement, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE VII: AVAILABILITY OF CONTRACTOR RECORDS.

7.1 The CONTRACTOR shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement. The COUNTY upon reasonable request and notice will have, during regular business hours, access to and the right to review and obtain copies of any and all information and documents pertinent to work performed under the Agreement at any time during the term of this Agreement. The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives shall, upon reasonable request and notice, until expiration of one (1) year after final payment under this Agreement have access to, during regular business hours, and the right to examine any pertinent books, documents, papers, and records of the CONTRACTOR involving transactions related to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned one (1) year period, access to and right to examine will continue until completion of such audit.

ARTICLE VIII: GENERAL INSURANCE REQUIREMENTS.

8.1 The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.

8.2 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.

8.3 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 sixty (60) days' notice to the CONTRACTOR.

8.4 The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the CONTRACTOR, which are perform any services under this Agreement.

8.5 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.

8.6 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.

8.7 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 Okaloosa County Risk Management Officer.

8.8 All insurance contracts, except the Workers' Compensation shall list the COUNTY as an Additional Insured. CONTRACTOR shall provide the COUNTY current Certificates of Insurance for all policies at least ten (10) days before commencing work.

ARTICLE IX: WORKERS' COMPENSATION

9.1 The CONTRACTOR shall secure and maintain during the term of this Agreement Workers' Compensation insurance for all employees including supervision, administration and management personnel. In case any services under this Agreement are sublet with the approval of the COUNTY, the CONTRACTOR shall require the subcontractor to provide Workers' Compensation insurance for all its employees. Evidence of such insurance shall be furnished to the COUNTY not less than ten (10) days prior to the commencement of any and all subcontracted work.

9.2 Such insurance shall comply with the Florida Workers' Compensation Law.

9.3 Coverage shall include a waiver or subrogation clause in favor of the COUNTY. Also, this endorsement must be indicated on all Certificates of Insurance.

9.4 The COUNTY is not liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the CONTRACTOR during the period of this Agreement. The CONTRACTOR shall procure, pay for, and maintain Workers' Compensation insurance as required by law. The CONTRACTOR is solely responsible for any claims made by its employees under the Fair Labor Standards Act.

ARTICLE X: BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY

10.1 The CONTRACTOR shall maintain Business Automobile Liability insurance coverage throughout the term of this Agreement and any extension hereto. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.

10.2 The CONTRACTOR shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. Such coverage shall include both On and Off Premises Operations, Contractual Liability, Board Form Property Damage and Professional Liability.

10.3 Commercial General Liability coverage shall be endorsed to include the following:

- a) On and Off Premises Operation Liability
- b) Occurrence Bodily Injury and Property Damage Liability
- c) Independent Contractor Liability
- d) Completed Operations and Products Liability

10.4 The CONTRACTOR shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.

10.5 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 10.6 below, 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 specified in 10.6 below.

10.6 LIMITS OF LIABILITY. The insurance required shall be written for not less than the following limits unless law requires higher amounts:

1. Workers Compensation

- a) State Statutory
- b) Employers Liability \$1 million each accident

2. Business Automobile \$1 million each occurrence
(Combined Single Limit)

3. Commercial General Insurance \$1 million each occurrence
(Combined Single Limit)

4. Professional Liability \$1 million each occurrence
(Combined Single Limit)

5. Personal Injury and Advertising \$1 million each occurrence
(Combined Single Limit)

10.7 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 Okaloosa County Risk Management Officer 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.

ARTICLE XI: CERTIFICATE OF INSURANCE

11.1 All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the COUNTY as Additional Insured. The coverage afforded the Additional Insured's under this policy shall be primary insurance. If the Additional Insured's 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.

11.2 Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by the 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

11.3 All policies shall expressly require thirty (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.

11.4 All certificates shall be subject to the COUNTY's approval of adequacy of protection and the satisfactory character of the Insurer.

11.5 The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIDs). Deductibles or SIDs in excess of \$10,000 will not be accepted unless specifically approved in writing by the COUNTY. All deductibles or SIDs, whether approved by the COUNTY or not, shall be the full responsibility of the CONTRACTOR. In particular, the CONTRACTOR shall afford full coverage as specified herein to entities listed as Additional Insured's. In no way will the entitles listed as Additional Insured's 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 the 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.

11.6 In the event of failure of the CONTRACTOR to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the 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.

11.7 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.

ARTICLE XII: INDEMNIFICATION AND HOLD HARMLESS

12.1 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.

ARTICLE XIII: AMENDMENT

13.1 This Agreement may be amended, in writing, by the mutual consent of the parties.

ARTICLE XIV: ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this agreement shall be in writing signed by both parties.

ARTICLE XV: ATTORNEYS FEES

15.1 If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

ARTICLE XVI: GOVERNING LAW AND VENUE

16.1 This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

EXHIBIT "B" - SCOPE OF SERVICES AND COMPENSATION

SCOPE OF SERVICES

A. BEACHES

The measurements contained herein are an approximation. The bidders will be responsible for actual measurement of beach area(s).

1. Okaloosa Island from the United States Air Force (U.S.A.F.) property at El Matador Condominiums to U.S.A.F. property adjacent to John C. Beasley Park, approximately 3.1 miles.
2. Destin beaches approximately 6.64 miles extending east to west along the Gulf of Mexico from the Walton County line west to the east Jetties at East Pass then north along the east pass on Holiday Isle, up and including East Pass Towers.
3. Norriego Point

Excluded Properties:

- 1) Henderson Beach State Park.
- 2) Any private beach owner who expressly state, in writing, that they do not want their property cleaned.

B. CONTRACTOR'S RESPONSIBILITIES AND WORK REQUIREMENTS:

1. Beaches

the water line landward approximately sixty (60) feet shall be mechanically cleaned as scheduled. The parties acknowledge that the City of Destin has no ordinance controlling the setup time of beach vendors and therefore this requirement is subject to change on a case by case basis. No mechanical beach cleaning shall occur any closer than ten (10) feet from sand dune toe. All other areas are to be hand-picked of debris as needed. However, if at any time during the period of the contract, access or ingress to any beach is impractical due to eroded or washed-out conditions from marine disturbances, storms or other acts of God, or in the event access to the beaches is impractical due to depleted or diminished sand from tidal action, acts of God, or any causes that are beyond the control of the contractor, the contractor, with approval of the County/TDD official in charge, may clean the areas by raking, manual picking, or other suitable means to complete the services hereunder.

b. All beach areas must be cleaned as early as possible. During marine turtle nesting season, beach areas must not be cleaned until the Turtle Survey Contractors have surveyed the area for turtle crawls/nests. (May 1st – Nov 1st). All machine cleaning of the beaches shall conclude by 9:30 a.m. and equipment and collections shall be removed from the beach by 10:00 a.m. daily or shortly thereafter as circumstances dictate.

- c. Clean all beaches of seaweed (as allowed by permit), dead animals or marine life, pebbles, food, glass, papers, and all other debris. Removal of the wrack, defined as the line of dried seaweed, marine vegetation, and other organic debris and detritus left on the beach by the action of the tides, shall be prohibited year round from the east jetty of the East Pass inlet and east for one (1) mile. Removal of the wrack is authorized when the County reasonably determines that the health of humans may be negatively affected.
- d. Report all suspected oil or hazardous material on the beach to the National Response Center immediately. (800) – 424 – 8802 or #DEP from a cell phone.
- e. Clean around lifeguard towers, plants, trees, trash containers, retaining walls, etc., and other obstacles within the beach areas. They are to be raked, manually picked up, or other suitable means may be used to provide the services as required.

2. Beach Cleaning Machines

- a. The machines shall be capable of picking up and removing small objects, and approximately 90% of all cigarette butts, bottle caps, bottle pop caps, and all drinking straws, broken glass, plastics, clothing and cloth material, etc., with a single pass of the machine.
- b. The machines shall be capable of picking up all bottles and glass items without breakage and remove same with a single pass of the machine.
- c. The machines shall be capable of picking up all other rubbish and debris and remove same with a single pass of the machine.
- d. The machines shall be capable of returning approximately 98% of the sand back into place on the beach.
- e. Each bidder must submit with his proposal, descriptive literature and/or complete specifications covering the equipment to be used. **Bids which do not comply with these requirements will be rejected.**

C. TRASH CONTAINER REQUIREMENTS AND LOCATIONS

- 1. Containers shall be located, in sufficient quantities to meet the goal of clean beaches, along the beaches at locations determined by the Contractor and County. The contractor may use 40-gallon plastic containers with plastic bag liners. Other trash receptacle options are allowed with permission of the County. The containers must all be the same color and anchored in place by either a 4X4 wolmanized post or galvanized steel post and chained or bolted in place and have easy public accessibility or by other methods agreed to by the County.
- 2. **Locations of Trash Containers** Contractor shall receive prior approval from County of the location of each container. Containers shall be placed as required to handle the amount of trash determined upon volume, accessibility and changing circumstances.

D. ITEMS TO BE FURNISHED BY CONTRACTOR

The Contractor shall furnish all labor, equipment, additional bag holders, posts, container bags, drums, drum lines, and all other materials, supplies and incidentals, etc. for the cleaning of beaches, and other incidental work thereto, as specified herein. Cost for these items shall be included in the Bid Price. At the conclusion of the contract, the materials placed on the beach (poles, bag holders, drums, bags) will become the property of the County.

E. REMOVAL AND DISPOSAL OF ALL DEBRIS, TRASH, RUBBISH, ETC.

The Contractor shall be familiar with Okaloosa County's 1-1-1 recycling program.

The Contractor shall take all recyclable trash collected from the beach to:

WM Okaloosa County Transfer Station
630 Transit Way,
Ft. Walton Beach, FL 32548, USA
850-244-7642

Under no circumstances shall trash collected from areas other than the beaches of Okaloosa Island and Destin be brought to this recycling facility. At the Contractor's discretion, trash not deemed recyclable may be disposed of in any legal manner. However, any additional costs associated with this disposal shall be the sole responsibility of the Contractor.

The Contractor shall submit with each monthly invoice, the official receipt from the transfer station indicating the time, date and amount of recycled material brought to the transfer station.

F. CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL EMPLOYEES ADHERE TO THE FOLLOWING MINIMUM RULES/REGULATIONS

1. Personal items found on the beach shall be brought to the attention of the TDD official in charge and handled as required by Florida law and County ordinance.
2. The contractor and its employees shall have identification cards indicating their employment at all times while on duty and shall display these on their outer clothing in visible sight.
3. The contractor and its employees shall be knowledgeable of, and adhere to, all County ordinances.
4. Contractor shall be responsible for assuring that beaches are in safe and clean condition at all times and shall report to the TDD official in charge any conditions which might require County action.

G. BEACH CLEANING EQUIPMENT

1. The beach cleaning equipment to be used shall be capable of completing the above described work within the specified work period.
2. Servicing of any equipment shall be done outside of the sandy dune/beach areas. Equipment shall not be parked or stored on any County property.
3. Access to the beach shall be through the authorized beach access ways (#2 and #5) provided for beach cleaning and emergency vehicle access or other routes as approved by the County.

H. POSTPONED WORK SCHEDULE MAKE-UP

1. If inclement weather or any other unavoidable condition prevents the contractor from performing the work on a scheduled date, the contractor shall report such to the TDD official in charge. The contractor shall make up the corresponding number of work days postponed, in accordance with the directions given by the TDD official in charge. No additional compensation will be allowed for such extension or for corrective work undertaken.
2. All make-up work shall be by mutual agreement between the contractor and the TDD official in charge.
3. In the event any make-up work is impracticable and cannot be performed, the contractor will not be paid for any such non-performance or incomplete work. Payment for the work shall be pro-rated and the contractor shall be paid only for the days worked.

I. LIQUIDATED DAMAGES

It shall be mutually agreed and understood between the parties to the contract that time and strict adherence to the work requirements shall be the essence of the contract, and in case of failure on the part of the contractor to complete each cleaning within the time agreed upon and within the specified work requirements, the County will be damaged and the amount of said damages, being difficult, if not impossible, of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed **at two hundred and fifty dollars (\$250.00) for each cleaning day for each infraction**. The contractor hereby agrees to pay the County as liquidated damages in the above amount. Any of the following infractions shall result in the assessment of liquidated damages:

1. Failure of the contractor to notify the TDD official in charge that the work performance cannot be performed or completed on the regularly scheduled date.
2. Failure of the contractor to report for work on the regular and make-up work date after notifying the TDD official in charge that the work will be performed.
3. Failure of the contractor to provide the beach cleaning due to equipment failure. It is the contractor's responsibility to provide equipment at his own expense to clean the beaches.

4. Failure to keep the beach clean of trash and other debris.
5. For any other violation of the contract requirements.
6. **Exceptions:**
 - a. All beach cleaning services that cannot be performed due to Armed Forces maneuvers, tidal wave disaster, any act or causes of God for which is beyond the control of contractor.
 - b. Collecting and disposing of unusually large amounts of seaweed from unusual flood tides, heavy tidal actions, marine turbulence, marine storm or other acts of God.
 - c. All exceptions shall be made up by mutual agreement between the contractor and the TDD official in charge as soon as practicable. The contractor shall not be paid for any work scheduled that is incomplete or not performed.

J. EROSION CONTROL, BEACH REPAIR AND HAZARD MANAGEMENT

Any existing utilities and structures such as water lines, electric conduits, sewer lines, drinking fountains, buildings, etc., which may be damaged by the contractor's equipment, employees, etc., shall be immediately repaired by the contractor within eight (8) hours after damage.

If the repairs are not completed within the specified time, the TDD reserves the right to hire another contractor to make the necessary repairs and deduct the repair costs from the amount owed by the contractor, if any, or to invoice the contractor for such repairs.

Erosion Control and Beach Repair

Contractor must possess equipment capable of providing certain beach repairs and erosion control measures. The beach is, from time to time, in need of certain measures for erosion control and repair and, contractor agrees to provide the following services as allowable by local, State and Federal regulations:

- (1) Back filling of washouts, particularly at the foot of eroded stairs and/or entranceways.
- (2) Grading of excessive sand deposits.
- (3) Grading of escarpments to a more easily navigated slope.
- (4) Adding sand to and grading around lifeguard stations.
- (5) No mechanical raking in the dune or fore dune region without the prior consent of the County through the TDD.
- (6) The Contractor is responsible for obtaining any required permits for any of the above action.

Hazard Management

Contractor agrees to provide such hazard management services as the County shall reasonably request; including, but not limited to, the removal of broken glass, the shoring of eroded and deteriorated walkways by moving fill into place around them, grading storm-cut escarpments and removing threatening debris. Contractor shall have equipment available to lift and remove the beach foreign material within acceptable levels agreed upon between the contractor and the TDD official in charge. Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request by the County for the correction of such hazardous conditions as promptly as reasonably possible.

K. CLEANING SCHEDULE

Trash Pickup and Machine Cleaning

Trash collection and machine cleaning scheduling is flexible with prior approval of the County. However, at no time shall containers be overflowing. Barring unavoidable delays, all trash containers shall be emptied by 9:00 a.m. on each scheduled day as follows:

TRASH PICK-UP – Okaloosa Island and Destin

Time Frame: October 1 -February 28

Three (3) days per week (Monday/Wednesday/Friday)

Time Frame: March 1 – September 30

Seven (7) days per week

MACHINE CLEANING – Okaloosa Island and Destin

Time Frame: October 1 - February 28

Two (2) days per week (Monday/Friday)

Time Frame: March 1 - April 30

Five (5) days per week (Monday, Tuesday, Wednesday, Friday, Saturday)

Time Frame: May 1 - September 30

Six (6) days per week (Sunday, Monday, Tuesday, Thursday, Friday, Saturday)

TRASH PICKUP – NORRIEGO POINT

Time Frame: October 1 - February 29

1 time per week

Time Frame: March & April

3 times per week

Time Frame: May 1st to September 31st

5 days per week (Sunday, Monday, Wednesday, Friday, Saturday)

HAND CLEANING – NORRIEGO POINT

Contractor shall provide utility vehicle and staffing to walk through the area removing trash. This service includes: 1 utility vehicle, 2 individuals (during summer) and disposal.

Time Frame: October- February= 1 time per month

Time Frame: March- September= 2 times per month

MACHINE CLEANING – NORRIEGO POINT

Time Frame: November 1st- February 29th = none

Time Frame: March 1st- October 31st= 2 times per month

L. ADDITIONS/DELETIONS

Any addition or deletion to the cleaning and trash schedule noted above shall be based on the quoted daily rate and shall be agreed to by the parties in writing.

M. TERMS AND CONDITIONS

The contractor agrees that the services to be rendered shall be performed under the following conditions:

1. **Compliance with Labor Laws**- All applicable laws of Federal and State governments relating to workers compensation, unemployment compensation, payment of wages and safety will be fully complied with.
2. **Bid prices**- Include all applicable taxes.
3. **The services** to be furnished will be for the exclusive use of the TDC.
4. **Compliance with Law**- The contractor shall observe and comply with all laws, statutes, ordinances, and all rules and regulations of the United States, the State of Florida, the County of Okaloosa, or any department or agency.

5. **Breach of Contract** In the event of any breach of any of the terms and conditions of the contract, the County shall have, in addition to any other recourse, the right to terminate the contract without service of notice or resort to legal process and without any legal liability on its part and the right to require payment from the performance guarantee of all amount due to the County.
6. **Rights and Remedies of the County** Notwithstanding any other provision herein, in the event the contractor fails, neglects, or refuses to perform the services as specified, the County reserves the right to either perform the work or purchase the service in the open market. Should the County perform the service or purchase the service in the open market, the County shall deduct any monies due or that may thereafter become due to the Contractor, the actual cost thereof, to the County. In case any money due the contractor is insufficient for said purpose, the contractor shall pay the difference upon demand by the County.
7. **Security for the Faithful Performance** The security for the faithful performance as required herein of the general terms and conditions herein shall be in the amount of one month's compensation of the contracted price in the form of a letter of credit and/or Performance Bond, which shall be renewable annually. The said security shall be returned to the contractor sixty (60) calendar days after expiration of the contract.

The performance security will serve as security for the full and faithful performance of the agreement by the contractor, and shall also serve as a bond to indemnify and save the County harmless from all claims or damages herein. The performance security shall also serve as a bond for the payment of "rights and remedies of the County" as specified herein.

In the event of a breach of any covenant or condition contained herein, or in the event of a claim or damage arising from the beach cleaning services, said sum may be retained by the County as liquidated damages and not as a penalty and without prejudice to any other right or remedy that the County may have against the contractor. Said sum shall be returned to the contractor as specified above provided the contractor has not breached any covenants or conditions herein.

8. **Vehicles on Beaches and In Parks** The contractor will need to receive permission from the County to have any vehicles or equipment on the beaches. The contractor will furnish a list of equipment and vehicles they will need to perform the work contracted to the TDC for their approval.
9. **Termination of Contract** The contract may be terminated in its entirety upon thirty (30) calendar days with prior written notice by either party to the other. In the event the contract is cancelled in its entirety at any time during the time of the contract, any loss of anticipated profits from such cancellation shall not constitute grounds for equitable adjustments under the contract.

If at any time during the term of the contract should economic conditions warrant a decrease in the contract prices, the contract prices shall be adjusted accordingly.

10. **Payments** Payments for any of the above work will be made to the contractor on a monthly basis for the proportionate percentage of that specific month's work completed less liquidated damages, if any, upon submission of two (2) copies of invoices to the TDC official in charge; payment should be made within thirty (30) days after the TDC official in charge approves invoices provided, however, that final payment will not be made in any event without written consent of the sureties on the contractor's bond or until the County official in charge certifies that all obligation, terms and agreements of the contract have been met and completed.
11. **Escalation Clause****- If any escalation cost is to be considered, it shall be plainly stated in the bid as either a percentage figure and/or in a numerical order. **Okaloosa County WILL NOT consider price increases over the annual Consumer Price Index.**

**** This item must be submitted with the bid package.**

CONTRACT

This agreement, in sextuple, executed in Crestview, Florida this _____ day of _____ 20 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 **involved with the Cleaning of Beaches as per Okaloosa County Bid # TDC per the attached pricing** 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 had made and furnished a Contract Bond with _____ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this 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 will become effective upon completion of signatures by both parties and will run through September 30, 2016. This contract may be renewed for two (2) additional one (1) year periods upon signed agreement by both parties.

REPRESENTATIVES: The authorized representative of the County shall be:

**Dan O'Byrne, Director
Tourist Development Department
1540 Miracle Strip Pkwy., S. E. (US 98)
Ft. Walton Beach FL 32548
850-651-7131
E-Mail: dobryne@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 Coordinator
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

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

Gary Stanford
Deputy Clerk of Court

BY _____
Don R. Amunds, Chairman

MACHINE CLEANING – OKALOOSA ISLAND

Time Frame: October 1 – February 28

Two (2) days per week (Monday/Friday)

10/01/2013 – 02/28/2014 44 days @ \$ _____ per day = \$ _____

10/01/2014 – 02/28/2015 43 days @ \$ _____ per day = \$ _____

10/01/2015 – 02/28/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: March 1 – April 30

Five (5) days per week (Monday, Tuesday, Wednesday, Friday, Saturday)

03/01/2013 – 04/30/2014 44 days @ \$ _____ per day = \$ _____

03/01/2014 – 04/30/2015 43 days @ \$ _____ per day = \$ _____

03/01/2015 – 04/30/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: May 1 – September 30

Six (6) days per week (Sunday, Monday, Tuesday, Thursday, Friday, Saturday)

05/01/2013 – 09/30/2014 131 days @ \$ _____ per day = \$ _____

05/01/2014 – 09/30/2015 131 days @ \$ _____ per day = \$ _____

05/01/2015 – 09/30/2016 131 days @ \$ _____ per day = \$ _____

MACHINE CLEANING – DESTIN

Time Frame: October 1 – February 28

Two (2) days per week (Monday/Friday)

10/01/2013 – 02/28/2014 44 days @ \$ _____ per day = \$ _____

10/01/2014 – 02/28/2015 43 days @ \$ _____ per day = \$ _____

10/01/2015 – 02/28/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: March 1 – April 30

Five (5) days per week (Monday, Tuesday, Wednesday, Friday, Saturday)

03/01/2013 – 04/30/2014 44 days @ \$ _____ per day = \$ _____

03/01/2014 – 04/30/2015 43 days @ \$ _____ per day = \$ _____

03/01/2015– 04/30/2016 43 days @ \$ _____ per day = \$ _____

Time Frame: May 1 – September 30

Six (6) days per week (Sunday, Monday, Tuesday, Thursday, Friday, Saturday)

05/01/2013 – 09/30/2014 131 days @ \$ _____ per day = \$ _____

05/01/2014 – 09/30/2015 131 days @ \$ _____ per day = \$ _____

05/01/2015 – 09/30/2016 131 days @ \$ _____ per day = \$ _____

SUBMITTAL STATEMENT

The undersigned Bidder has examined the Specifications, General and Special Conditions, and other Contract Documents, and is acquainted with and fully understands the extent and character of the Work covered by the Proposal and the specified requirements for the proposed services.

The undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any person or persons bidding on the Work.

The undersigned Bidder certified that no officer or agent of the County is directly or indirectly interested in this Bid.

The undersigned Bidder certifies that he has carefully examine the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the County against any cost damage or expense which may be incurred or caused by an error in his preparation of same.

RESPECTFULLY SUBMITTED:

Name of Bidder (typed)

By: _____

Bidder's Street Address

Bidder's Mailing Address

Phone Number

Fax Number

(CORPORATE SEAL)
ATTEST:

WITNESS:

DATE

Complete Appropriate Space:

Corporation-

State of _____

Principal Office:

President/Owner

(Name)

(Street Address)

(City/State/Zip)

(Phone Number)

(FAX Number)

Other-

Designated as follows: _____

Principal Office:

President/Owner

(Name)

(Street Address)

(City/State/Zip)

(Phone Number)

(FAX Number)

5. **Breach of Contract** In the event of any breach of any of the terms and conditions of the contract, the County shall have, in addition to any other recourse, the right to terminate the contract without service of notice or resort to legal process and without any legal liability on its part and the right to require payment from the performance guarantee of all amount due to the County.
6. **Rights and Remedies of the County** Notwithstanding any other provision herein, in the event the contractor fails, neglects, or refuses to perform the services as specified, the County reserves the right to either perform the work or purchase the service in the open market. Should the County perform the service or purchase the service in the open market, the County shall deduct any monies due or that may thereafter become due to the Contractor, the actual cost thereof, to the County. In case any money due the contractor is insufficient for said purpose, the contractor shall pay the difference upon demand by the County.
7. **Security for the Faithful Performance** ~~The security for the faithful performance as required herein of the general terms and conditions herein shall be in the amount of one month's compensation of the contracted price in the form of a letter of credit and/or Performance Bond, which shall be renewable annually. The said security shall be returned to the contractor sixty (60) calendar days after expiration of the contract.~~
~~The performance security will serve as security for the full and faithful performance of the agreement by the contractor, and shall also serve as a bond to indemnify and save the County harmless from all claims or damages herein. The performance security shall also serve as a bond for the payment of "rights and remedies of the County" as specified herein.~~
~~In the event of a breach of any covenant or condition contained herein, or in the event of a claim or damage arising from the beach cleaning services, said sum may be retained by the County as liquidated damages and not as a penalty and without prejudice to any other right or remedy that the County may have against the contractor. Said sum shall be returned to the contractor as specified above provided the contractor has not breached any covenants or conditions herein.~~
8. **Vehicles on Beaches and In Parks** The contractor will need to receive permission from the County to have any vehicles or equipment on the beaches. The contractor will furnish a list of equipment and vehicles they will need to perform the work contracted to the TDC for their approval.
9. **Termination of Contract** The contract may be terminated in its entirety upon ~~thirty (30)~~ sixty (60) calendar days with prior written notice by either party to the other. In the event the contract is cancelled in its entirety at any time during the time of the contract, any loss of anticipated profits from such cancellation shall not constitute grounds for equitable adjustments under the contract.