



## ***BUDGET AND ADMINISTRATIVE SERVICES***

### ***Purchasing and Contracts***

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

Phone: 386-736-5935 • Fax: 386-736-5972

E-mail: [purchasing@volusia.org](mailto:purchasing@volusia.org) Web: [www.volusia.org](http://www.volusia.org)

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#### ***Submittal Due Date***

***Wednesday, February 24, 2016***

#### ***Submittal Due Time***

***3:00 p.m., EST***

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#### ***Submit Responses To:***

County of Volusia  
Purchasing and Contracts Division  
123 West Indiana Avenue, Room 302  
DeLand, FL 32720-4608

#### ***Project Contact***

Ron Falanga, Procurement Analyst II  
Phone: 386-822-5772 • Fax: 386-736-5972  
E-mail: [RFalanga@volusia.org](mailto:RFalanga@volusia.org)  
Website: [www.volusia.org/bidlist](http://www.volusia.org/bidlist)

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## **16-SQ-52RF**

### **Demolition Services**

### **DO NOT RESPOND TO THIS SOLICITATION ON LINE**

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Wednesday, February 24, 2016**. Submittals received after this deadline **will not** be considered for award. The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide Demolition Services.

#### **1.0 PURPOSE & OVERVIEW**

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firms to participate in a program designed to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee of County staff, which will make a recommendation for award by the County Council.

It is anticipated that multiple firms will be awarded qualified status to participate in the program for an initial period of an initial three (3) year term with two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

Volusia County seeks qualified Licensed Contractors for services consisting of the complete demolition, removal, and disposal of all buildings, building components, and appurtenances shall include, but not be limited to: single-family homes, multi-family units, accessory structures, and commercial buildings, which may or may not contain asbestos and/or lead based paint.

## **2.0 SCOPE OF SERVICES**

- A. Qualified contractors shall be responsible for all applicable permits, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure (including the proper removal and disposal of the debris and grading). The scope of services shall include, but not be limited to:
1. Properly demolish, remove, and dispose of requested structure and its contents. Depending on the project, demolition may require the removal of foundations, footings, concrete floors, driveways, walkways, buried fuel tanks, batteries, tires, and etcetera.
  2. Perform a pre-construction inspection of the work area(s) prior to the commencement of work. The Contractor shall maintain a record (photographs, video or other documentation) of existing work area conditions. A third party consultant and the County's Project Manager will conduct project inspections.
  3. Contractor shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition.
  4. All work shall conform to the standards established by applicable federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:
    - a. ANSI Z9.2-1979, Local Exhaust Ventilation Requirements,
    - b. ASTM E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Projects,
    - c. ANSI Z288.2-8 Practices for Respiratory Protection,
    - d. Code of Federal Regulations (CFR):
      1. 29 CFR 1910, Occupational Safety and Health Standards;
      2. 29 CFR 1926, Safety and Health Regulations for Construction;
      3. 40 CFR 61, National Emission Standards for Hazardous Air Pollutants;
      4. 40 CFR 763, Asbestos;
      5. 29 CFR 1910.1025 Lead Standard for General Industry;
      6. 40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;
      7. 29 CFR 1926.62 Lead;
      8. 40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;
      9. 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;
      10. 49 CFR 171, General Information, Regulations, and Definitions; and

11. 49 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.
  - e. Environmental Protection Agency guidance document EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings
  - f. Florida Statutes 469, Asbestos Abatement
  - g. Florida Administrative Code (FAC):
    1. FAC Chapter 62-257, Asbestos Fee, and
    2. FAC Chapter 61E1-1, Asbestos Consultants/Contractors.
  - h. National Institute For Occupational Safety And Health (NIOSH) 94-113, NIOSH Manual of Analytical Methods, and in particular Method 7400
- B. Provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.
  - C. Maintain and provide to the County, copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.
  - D. Depending on the project, Contractor may be required to fill and grade the property.
  - E. No building or portion of a building shall be removed intact for any use or purpose.
  - F. All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall be disposed of properly at either of the Volusia County's waste facilities, Tomoka Landfill (1990 Tomoka Farms Road, Port Orange, FL 32128) or West Volusia Transfer Station (3151 E. New York Ave., DeLand, FL 32724).
  - G. Contractor shall be responsible for the repair of damage to adjacent buildings or other property that results from demolition activities.
  - H. The County makes no covenant or promise as to the number of available projects or that the Contractor will perform any project for the County during the life of the contract. The Contract does not authorize the performance of any work or require that the County place orders for work. The County will issue a Notice to Proceed (NTP) to authorize the commencement of work. Contractor shall perform its obligations under the contract documents on the date indicated on the Notice to Proceed. No work shall be performed at the site prior to such date without County's written permission.

### **3.0 Technical Specifications**

- A. The Contractor shall be properly licensed and shall comply with all Federal, State, County, and local regulations in demolition(s) and disposal, including the proper removal and disposal of materials containing lead paint or asbestos.

1. The Contractor shall comply with licensing, notification, and permitting requirements according to the Federal Environmental Protection Agency when asbestos or lead-based paint are found in any structure.
- B. Structures shall be defined as, but not be limited to: buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, decks, or other obstructions. Structures shall be completely demolished and cleared from the property as directed by the County Project Manager.
1. All sheds, porches, roofed areas, and other appurtenances, which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building.
  2. Steps, chimneys, column footings, other footings, foundation slabs, basements, or other foundation components shall be required to be removed as such structures are part of the scope of work.
  3. Well capping and septic abandonment shall be included in demolition activities.
  4. Swimming pools shall be drained and shall have the bottom surface broken sufficiently to allow drainage of rainwater, and then filled using clean fill dirt at the unit price per cubic yard invoiced separately. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) and swimming pool as specified.
  5. Resolving any interior hoarding shall be the Contractor's responsibility.
- C. The Contractor shall be responsible for conforming to all applicable safety codes pertaining to these services, for securing all permits that may be required and the payment of all fees in connection therewith.
- D. The Contractor shall make all necessary arrangements with utility companies for the disconnection of all service, the removal and recovery of all meters, and/or equipment owned by the utility companies. The Contractor shall arrange and actually effect the disconnection and closing of water and sewer connections to buildings. The arrangements shall include, but not be limited to, any work that must be performed in addition to work that was normally performed by the utility company in conformity with all applicable codes and regulations of the Volusia County Health Department. All costs incurred in connection with the above work shall be paid for by the Contractor.
- E. Unless otherwise directed by the County Project Manager, all parts of the structures, appurtenances, and all materials recovered during demolition, shall be removed and disposed of or recycled by the Contractor. Disposal shall be at either of Volusia County's waste facilities, Tomoka Landfill or West Volusia Transfer Station. It is desirable that recycled materials be salvaged by the Contractor. Recycling of any property shall be the privilege of the Contractor. No person or persons other than the Contractor may salvage any property while demolition is in process. The Contractor shall assume any and all liability for persons and property directly on the demolition site during the hours in which active demolition is taking place.

- F. When the description of the work covered by a particular building demolition item does not contain information concerning the presence of asbestos material and asbestos material is discovered after the County Project Manager's instruction, the cost of removing and disposing of such asbestos material shall be added to the Contract price.
- G. During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, and any other debris resulting from the work. At the end completion of the work, the Contractor shall remove all waste materials and the site shall be restored to good condition.
- H. All trees on site shall be protected to the maximum extent possible.
- I. The Contractor shall provide flagmen for traffic control and safety at any time the demolition requires the blocking of any road, highway and/or right-of-ways. This shall include the loading or unloading of heavy equipment.

#### **4.0 CONTRACTOR'S RESPONSIBILITIES**

- A. Respondents shall be licensed by the State of Florida Department of Business and Professional Regulation as a General, Building, Residential or Demolition Contractor or by Volusia County as a Demolition Contractor. Contractor may bid on all work they are licensed to complete. Contractor may also use licensed sub-contractors for any portion of the work. If using sub-contractors, submit proof of proper licenses with quotes.
- B. All work shall be scheduled and performed during normal business hours (8:00 a.m. to 5:00 p.m.) unless otherwise approved by the County.
- C. The Contractor shall be responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications, and other contract documents.
  - 1. When asbestos removals are indicated, the requirement is to remove all Asbestos Containing Material (ACM) from the locations and systems noted in the project description, survey, plans, specifications, and other contract documents. The requirement shall also include incidental accessories that are a part of the system.
- D. The Contractor shall be directly responsible for any and all work performed by their subcontractor.
- E. The Contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified. The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.
- F. When requested by the County, the Contractor shall maintain a current copy of one (1) or all of the following documents at a particular job site:

1. Occupational Safety and Health Administration, Title 29, Code of Federal Regulations:
    - a. Section 1910.1001 - Asbestos (AHERA Regulations included);
    - b. Section 1910.134 - Respiratory Protection (including a copy of an approved written Respiratory Protection Plan);
    - c. Section 1926.58 - Safety and Health Regulations for Construction;
    - d. Section 1910.20 - Access to Employee Exposure and Medical Records;
    - e. Section 1910.1200 - Hazard Communication;
    - f. Section 1910 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems); and
    - g. Section 1910 Subpart D - Walking Working Surfaces.
  2. Environmental Protection Agency Title 40 CFR Part 61 NESHAP
    - a. Subpart A - General Provisions;
    - b. Subpart B - National Emission Standard for Asbestos; and
    - c. Subpart M- National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.
  3. Florida Statutes
    - a. Chapter 553 – Building Construction Standard;
    - b. Chapter 255 – Asbestos Management Program; and
    - c. Chapter 469 - Asbestos Contractor Licensing Requirements.
- G. The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above mentioned regulations. Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping if those different standards or requirements establishes different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the Contract documents.
- H. The Contractor shall provide special on-site training on equipment and procedures unique to a particular job or project location. Additionally, the Contractor shall provide a “site specific” safety plan with instructions to the nearest hospital and emergency phone numbers, etc.
- I. The Contractor shall provide medical monitoring to all of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
1. The Contractor shall be responsible for providing medical examinations and maintaining medical records of ACM and lead abatement personnel as required by the applicable federal, state, and local regulations.

- J. The Contractor shall hold the County of Volusia harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or subcontractors.
- K. For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide at their own expense, all necessary temporary utilities required for the work specified.
- L. If the structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection  
Air Program  
3319 Maguire Blvd., Suite 232  
Orlando, FL 32803-3767

- M. During a project that is being performed by the Contractor, the Contractor shall be responsible for security, fire safety, damage to equipment, and other County property losses incurred by the Contractor and his labor force.
- N. The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 29 CFR 1926.
- O. All work shall be supervised by an on-site competent person at all times that work is in progress.
- P. The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall not be permitted to use County trash receptacles.
  - 1. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 49 CFR 171 and 49 CFR 172. Disposal shall be at either of Volusia County's waste facilities, Tomoka Landfill or West Volusia Transfer Station.

## **5.0 COUNTY'S RESPONSIBILITIES**

- A. Where applicable, the County may provide a scope of work, a copy of job specifications, drawings, demolition plans, etc. to the Contractor.
- B. Where applicable, the Property Appraisers website shall be utilized to determine square footage. If the Contractor determines there is a discrepancy, an onsite meeting with the Contractor and the County Project Manager shall take place.

- C. Where applicable, the County will provide an environmental survey resulting from any lead or asbestos testing.
- D. The County reserves the right to monitor/inspect, request work modifications, cease work or to have personnel removed from County property throughout the duration of the Contract.

## **6.0 PRICING**

Awarded Contractors shall provide the County with a written proposal for each project as requested. Each proposal shall provide a detailed direct link to the rate quoted for demolition for the type of structure, as stated on the proposal page. The proposal shall show a cost break down by item if different methods are being used on one (1) project. The project will be awarded to the lowest cost Contractor. The County reserves the right to reject any proposals.

Section 3 and M/WBE reporting, compliance with Davis Bacon Wage rates, and submission of certified payroll shall be submitted for Grant Funded projects (see Exhibit A – Grant Funded Project Documentation).

## **7.0 GENERAL TERMS & CONDITIONS**

### **7.1. Definitions**

As used in this RSQ, the following terms shall have the meanings set forth below:

**Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent’s response along with any written addenda and other written documents, which are expressly incorporated by reference.

**Contractor:** That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

**Contractor’s Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

**Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

**County:** The word County refers to the County of Volusia, Florida.

**County’s Project Manager(s):** The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the County and will be designated prior to award of Contract.

**Day:** The word “day” means each calendar day or accumulation of calendar days.



**Director:** The Director is the Director of Purchasing and Contracts for the County of Volusia.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**Respondent:** One who submits a response to a request for statement of qualifications (RSQ).

## **7.2. Proposed Schedule**

01/22/2016 .....Release date for Request for Statement of Qualifications (RSQ)  
02/02/2016 .....Pre-proposal Conference  
02/10/2016 .....Final date to receive written questions  
02/17/2016 .....Release date for answers to written questions  
02/24/2016 .....Closing Date

## **7.3. Delivery of Proposals:**

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida  
Purchasing and Contracts Office, Room **302**  
123 West Indiana Avenue, 3rd floor  
DeLand, Florida 32720-4608

Mark package(s) **“RSQ # 16-SQ-52RF, Demolition Services”**

**Note:** Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **302**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, a proposal must be received and accepted in the Purchasing and Contracts Office before the RSQ Closing Date and Time.

## **7.4. Pre-proposal Conference**

- A. A pre-proposal conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, Room 300, DeLand, FL, at 1:30 p.m., EST, on Tuesday, February 02, 2016. While this is not mandatory, all interested parties are encouraged to attend and participate.

- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf).

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

## **7.5. Public Proposal Opening**

- A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to [www.volusia.org/bidlist](http://www.volusia.org/bidlist). The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf).

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

## **7.6. Public Records**

Public Records - § 119.0701, Florida Statutes. Contractor acknowledges that the services and work to be performed pursuant to this Contract may be performed by the County itself as

a political subdivision of the State of Florida, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the services and work provided pursuant to this Contract;
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;
- C. Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in the possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency;
- E. In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall indemnify the County for and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this Section 7.6, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this Section 7.6, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this Section 7.6.

## 7.7. Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Firms interested in providing the required professional services shall submit **five (05)** complete sets of the proposals:
- **One (1)** hard copy marked “ORIGINAL”
  - **Three (3)** hard copies marked “COPY”  
Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RSQ Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 8.0.
  - **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RSQ Submittal shall include ALL submittal requirements, as detailed in Section 8.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ Proposal.
- D. The Bid Submittal Form (Section 8.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

## 7.8. Questions, Exceptions and Addenda Concerning RSQ 16-SQ-52RF

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in this Section 7.8, item B (below), who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The

issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

- B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning RSQ # 16-SQ-52RF, “Demolition Services.”

Submit questions to:

Ron Falanga, Procurement Analyst II

Telephone:.....386-822-5772

Fax: .....386-736-5972

E-mail:.....[RFalanga@volusia.org](mailto:RFalanga@volusia.org)

- C. If it becomes necessary for the County to revise any part of this RSQ, an addendum will be posted on the County’s web site. It is each Respondent’s responsibility to check the Volusia County web site for any addenda at [www.volusia.org/bidlist](http://www.volusia.org/bidlist). Each Respondent should ensure that they have received all addenda to this RSQ before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. Failure to provide this proof may cause Respondent’s proposal to be rendered *non-responsive*.
- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

**7.9. Award**

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 7.24, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County’s best interest.

**7.10. Other Agencies**

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any

city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

#### **7.11. Use of County Logo**

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

#### **7.12. Assignment**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section 7.12 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section 7.12 prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 7.12, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 7.12.

Nothing herein shall preclude the right of the County to waive its rights under this Section 7.12 but no waiver shall be granted by the County without amendment to the Contract.

#### **7.13. Contract**

- A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate Contract and become legally binding on the selected Respondent. Content of the Contract may contain changes as a result of the RSQ process and submittal received. The Contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval

and execution and contain additional terms and conditions that the County deems in its best interest.

- B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of Contract and only they or their designees are authorized to make Contract changes.
- C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the Contract, without an amendment to the Contract.

#### **7.14. Disclosure of Proposal Content**

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of any proposal submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

#### **7.15. Respondent's Responsibility**

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

#### **7.16. Payment Terms**

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

#### **7.17. Conflict of Interest Forms**

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

#### **7.18. Licenses and Certificates**

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Contract.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances; and
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates



during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

**7.19. Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County’s best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

**7.20. Venue and Governing Law**

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RSQ Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**7.21. Insurance Requirements**

A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers’ Compensation	Florida Statutory Coverage
Commercial General Liability .....	\$2,000,000. General Aggregate
.....	\$1,000,000 Each Occurrence
Premises-Operations .....	\$2,000,000. Products/CompOps Aggregate
Products-Completed Operation.....	\$1,000,000. Personal/Advertising Injury
.....	\$1,000,000. Each Occurrence
Auto Liability.....	\$1,000,000. CSL
All autos-owned, hired or non-owned	
(Symbol 1 Coverage)	

Contractor's Pollution Liability.....\$1,000,000  
(Endorsements for Asbestos & Lead Paint Abatement, Storage Tank Removal  
Required)

Umbrella Liability.....\$1,000,000. Per Occurrence  
\$1,000,000. Aggregate

**(The County of Volusia shall be named as an additional insured under all of the coverages listed above *except* Workers' Compensation.)**

1. Minimum underlying coverage shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by Subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Contract).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverage/policies that are included.

3. Workers' Compensation Insurance. Per Section 7.21, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Contract or that is in any way connected with work or services performed under this Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

- a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4. Commercial General Liability Insurance. Per Section 7.21, A, the Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverage protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Contract. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend, and hold harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.
5. Excess/Umbrella Liability. Per Section 7.21, A, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the excess/umbrella liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.
6. Motor Vehicle Liability. Per Section 7.21, A, the Contractor shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

7. Pollution Liability. Per Section 7.21, A, the Contractor shall obtain and maintain a pollution liability insurance policy with a limit of liability of no less than the amount(s) shown above on a per occurrence/aggregate basis for any work or services performed under this Contract including but not limited to environmental/pollution related services, including but not limited to, testing, design, consulting, analysis, other consulting work (whether self-performed or subcontracted), discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot fumes, acids, alkalis, toxic chemicals, liquid or gasses, waste materials, irritants, contaminants, pollutants into or upon land, atmosphere or any watercourse or body of water (including groundwater at or under or emanating arising from work or services performed under this Contract) and for all above-ground storage tanks, in-ground storage tanks, and other potentially hazardous materials, insuring the Contractor's liability for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death, property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from Contractor's operation, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor. The County shall be named as additional insured.
8. Coverage for professional and pollution liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Contract and with a three (3) year reporting option beyond the expiration date of the Contract including any amendments to the Contract term. County shall be included as an additional named insured under the pollution liability insurance policy.
9. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. Insurance Requirements

1. General Insurance Requirements:
  - a. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
  - b. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the

Contractor or its Subcontractors for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.

- c. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Contract. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).
- d. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under this Contract.
- e. Cancellation Notices. During the term of this Contract, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.
- f. For any on-site work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Contract except professional liability and workers compensation.
- g. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 7.8, Questions, Exceptions and Addenda Concerning RSQ #16-SQ-52RF to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractor with no formal risk management program in place to

manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Contract at no additional cost to the County.

C. Proof of Insurance

1. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard, and the expiration dates.
2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County, if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required by this Section 7.21. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Contract may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
4. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Contract, but County has no obligation to renew any policies.

- D. The provisions of this Section 7.21 shall survive the cancellation or termination of this Contract.

## **7.22. Compliance with Regulations**

Respondents must be in compliance with applicable Federal Transit Administration (FTA) regulations as indicated in the FTA Master Agreement and Best Practices Procurement Manual, Florida Statutes, Chapter 427, part 1 and the Florida Department of Transportation Rule Chapter 14-90. Respondents shall provide all requested information for State and Federal Reporting requirements in a timely manner. These documents can be found on the Internet at:

[www.fta.dot.gov/12831\\_6195.html](http://www.fta.dot.gov/12831_6195.html)

[www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90](http://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90)

## **7.23. Waiver of Claims**

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.

## **7.24. Evaluation Criteria:** Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.
- B. The greatest benefits to Volusia County as it pertains to:
  - 1. Required Contractor licensing and other licensing required to perform demolition services;
  - 2. Credentials, qualifications and years experience of the Contractors personnel and affiliated subcontractors;
  - 3. Five (5) years or more of experience performing similar scopes of work;
  - 4. Quality and history of performance within budget requirements, within the time specified, and without delay or interference;
  - 5. Sufficiency of the financial resources, equipment, and ability of the firm to perform the services requested;
  - 6. Previous and existing compliance by the firm with laws and ordinance relating to the contract or services;
  - 7. Contractor's plan to comply with Section 3 and NSP Vicinity Hiring regulations (if applicable); and,
  - 8. Financial stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

## **7.25. Termination**

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

- B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Contract with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination;
  2. Place no further orders or subcontracts for materials, services or facilities;
  3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
  4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 7.25, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article



entitled Compensation in the resulting Contract. Contractor shall be paid (i) to the date of termination on a prorated basis for any task and deliverable designated for payment on the payment milestone schedule that was started but not completed and/or (ii) for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 7.25, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
  - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.
  - 2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

#### **7.26. Incurred Expenses**

This RSQ does not commit the County of Volusia to award a Contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RSQ, or any cost or expense incurred by any Respondent prior to the execution of a Contract.

#### **7.27. Post-Proposal Discussions with Respondents**

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this RSQ. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

#### **7.28. Presentations by Respondents**

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

#### **7.29. Compliance with Laws and Regulations**

Contractor shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RSQ, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits

required to perform Contractor's duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

#### **7.30. Compliance with Federal E-Verify Regulations**

For grant-funded projects, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this Section 7.30 or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

#### **7.31. Limitation of Liability and Indemnification of County**

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- B. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County,

which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

### **7.32. Records & Right to Audit**

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 7.32, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

### **7.33. Change in Scope of Services/Work**

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

### **7.34. Modifications Due to Public Welfare or Change in Law**

The County shall have the power to make changes in the Contract as the result of changes in

law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

#### **7.35. Safety**

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

#### **7.36. Right to Require Performance**

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

#### **7.37. Force Majeure**

Neither party shall be liable for any failure or delay in the performance of its obligations

under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Contract.

#### **7.38. Contractor’s Personnel**

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 7.38.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

#### **7.39. Disadvantaged Business Enterprise Program**

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

#### **7.40. Claim Notice**

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Personnel/Risk Management Division
Address:	230 North Woodland Boulevard, Suite 250 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

#### **7.41. County/Contractor Relationship**

*The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.*

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

#### **7.42. Damages**

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

#### **7.43. Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

#### **7.44. Proposal Acceptance Period**

Any Proposal in response to this RSQ shall be valid through **December 2016**. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by December 2016.

### **8.0 SUBMITTAL REQUIREMENTS**

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RSQ, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal.



Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit material in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include, at a minimum:

**Tab 1. Qualification Data**

- A. Respondent shall submit a letter of interest signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm. The letter of interest shall include what type of Demolition Services the firm is qualified to provide.
- B. A brief profile of the firm, including:
  - 1. A brief history of the business which reflects a minimum of five (5) years of experience performing similar scopes of work;
  - 2. How the firm complies with laws and ordinances relating to the services requested;
  - 3. Organizational structure of business;
  - 4. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
  - 5. Contractor's plan to comply with Section 3 and NSP Vicinity Hiring regulations (if applicable);
  - 6. A Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org);

7. Ownership interests;
8. Active business venues (counties, states, etc.);
9. Present status and projected direction of business;
10. The overall qualifications of the business to provide the services requested;
11. The qualifications of the firm's employees who will work on this Contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project;
12. Taxpayer Identification Number of firm on TIN form.

## **Tab 2. Resources and Financial Stability**

A brief description of what financial resources, equipment, and ability the Respondent possesses to perform the services.

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. Submit Dun and Bradstreet number only with proposal.

## **Tab 3. References**

**Similar Projects and References-** (the information provided under this tab, must be current and the County must be able to contact references for verification as part of the evaluation process).

Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference. The respondent shall provide three (3) examples of similar projects performed in the last five (5) years which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RSQ including the role of the proposed team. *[A maximum of six (6) single-sided pages in this section].*

In addition, **Using the attached reference form**, Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and email address. It is the firm's responsibility to ensure email addresses provided are current and accurate. (see Section 10.0)

## **Tab 4. Forms**

### **A. Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *or*

2. If Respondent's business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Revenue Director (see Section 12.0).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at [www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml](http://www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml)

## **B. Professional Certification/Licenses**

Respondent and their subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their sub-contractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

**Professional Certification/Licenses:** Respondents shall be a Florida Licensed General Contractor, Building Contractor, Residential Contractor, or Demolition Contractor. Additionally, Respondent shall state whether or not the firm has specific certifications, including but not limited to the following: Lead-Based Paint, Asbestos Removal, and other certifications appropriate to this RSQ. Respondent shall submit a copy of all applicable licenses.

**Authorized Representative/Joint Ventures:** Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

## **C. Insurance**

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Volusia County's contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor. (see Section 13.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

## **D. Conflict of Interest Disclosure Form**

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 14.0)

## **E. Completed Taxpayer Identification Number (TIN) form.**

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under *Vendor Self Service*, which links to the registration site. The TIN form can be accessed through this site as well.

**F. Addenda**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

**G. Drug-Free Work Place Form (see Section 15.0)**

**H. Certification Regarding Debarment (Prime) Form (see Section 16.0)**

**I. Certification Regarding Debarment (Sub) Form (see Section 17.0)**

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## 9.0 PROPOSAL FORM

\_\_\_\_\_, 2016

TO: County of Volusia, Florida  
Office of Purchasing and Contracts Director  
123 W. Indiana Avenue, Room 302  
DeLand, FL 32720-4608

The undersigned hereby declares that [firm name] \_\_\_\_\_  
has carefully examined the specifications to furnish **Demolition Services** for which proposals were  
advertised to be received **no later than 3:00 p.m., EST, on Wednesday, February 24, 2016**, and  
further declare that the firm will furnish the services according to specifications contained herein.

**Respondent is qualified and licensed to provide:**

- ☐ Demolition Services with NO Asbestos or Lead Based Paint
- ☐ Demolition Services with Lead Based Paint but NO Asbestos
- ☐ Demolition Services with Asbestos but NO Lead Based Paint
- ☐ Demolition Services with Asbestos and Lead Based Paint

**Respondent is qualified and licensed to demolish:** ☐ Residential ☐ Commercial

**Respondent agrees to complete needed documents for Grant Funded Projects** ☐ YES ☐ NO

Sole Proprietor ☐ YES ☐ NO

Total number of employees \_\_\_\_\_

Prompt Payment Discount, if applicable: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- ☐ Tab 2 – Resources and Financial Stability
- ☐ Tab 3 – References
- ☐ Tab 4 – Forms
  - ☐ If you have a physical location in Volusia County, submit one of these:  
**Current Business Tax Receipt OR Proof of Exemption Form**
  - ☐ Professional Certification/Licenses
  - ☐ Proof of Insurance
  - ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
  - ☐ Conflict of Interest Form
  - ☐ Tax Identification Number Form
  - ☐ Any addenda pertaining to this RSQ
  - ☐ Drug Free Workplace Form
  - ☐ Certification Regarding Debarment (Prime) Form
  - ☐ Certification Regarding Debarment (Sub) Form
- ☐ Did you include a CD or USB drive, as required in the Section entitled Submittal Form?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **16-SQ-52RF, Demolition Services**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 7.21, Insurance Requirements above, upon notification of recommendation of award.

---

The Respondent acknowledges that information provided in this proposal is true and correct:

**x**

---

Authorized Signature

---

Printed Name

---

Title

Date

---

Company Name

---

Full Address

---

Telephone

Fax

E-mail Address

---

Dunn & Bradstreet #

Federal I.D. #

---

## 10.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

## **11.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LIST REQUIREMENTS AND DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

*287.133(2)(a)* 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies 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.

*287.134(2)(b)* A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).



## 12.0 PROOF OF EXEMPTION



### BUSINESS SERVICES

#### REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

[www.volusia.org/revenue](http://www.volusia.org/revenue)

I certify that the business known as (*business name*) \_\_\_\_\_,  
providing \_\_\_\_\_ services, which is located at (*street address*) \_\_\_\_\_  
\_\_\_\_\_, (*city*) \_\_\_\_\_, falls under the business tax exemption described in:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Florida Statute 205. 063 | <input type="checkbox"/> Florida Statute 205. 065 | <input type="checkbox"/> Florida Statute 205. 191 |
| <input type="checkbox"/> Florida Statute 205. 064 | <input type="checkbox"/> Florida Statute 205. 162 | <input type="checkbox"/> Florida Statute 205. 192 |
|   | <input type="checkbox"/> Florida Statute 205. 171 |   |

[www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml](http://www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml)

**OR** is the type of business indicated below:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Child Care – Residential   | <input type="checkbox"/> Insurance Adjuster, | <input type="checkbox"/> Radio/Television Station         |
| <input type="checkbox"/> Commercial Rentals         | Agent, or Company                            | <input type="checkbox"/> Religious Institution            |
| <input type="checkbox"/> Door to Door/Peddler Sales | <input type="checkbox"/> Pharmacist/Pharmacy | <input type="checkbox"/> Residential Rentals over 6months |
|   | ( <i>Prescription Drugs Only</i> )           | <input type="checkbox"/> Sale of Alcoholic Products only  |

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known to me **or** who  
has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

\_\_\_\_\_  
Revenue Director/Designee

### 13.0 HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or [the above-named business] entered into a contract for \_\_\_\_\_ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known to  
me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

## 14.0 CONFLICT OF INTEREST FORM

### I HEREBY CERTIFY that

1. I, (printed name) \_\_\_\_\_, am the  
(title) \_\_\_\_\_ and the duly authorized representative  
of the firm of (Firm Name) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I possess the legal  
authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of  
interest, real or apparent, due to ownership, other clients, contracts, or interests associated  
with this project; and,
3. This Submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a proposal for the same services, and is in all respects  
fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known to me **or** who  
has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

## 15.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Firm)*

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 proposed 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 proposal, the employee will propose 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

**16.0 CERTIFICATION REGARDING DEBARMENT (PRIME)**

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

**TO BE COMPLETED BY PRIME CONTRACTOR**

1. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

## 17.0 CERTIFICATION REGARDING DEBARMENT (SUB)

### **Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

#### **TO BE COMPLETED BY ALL SUB-CONTRACTORS**

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

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Name and Title

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Date

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Signature

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Firm

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Street address

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City, State, Zip