

CONTRACT FOR YARD WASTE PROCESSING

This contract entered into on the 24th day of September 2007, by and between the Board of County Commissioners of Nassau County, hereinafter referred to as "County" and Belcorp, Inc., hereinafter referred to as "Company".

WHEREAS, on July 26, 2007, bids were received in response to an Invitation to Bid (ITB) for Yard Waste Processing, Bid No. NC07-031; and

WHEREAS, Belcorp, Inc. submitted a bid to perform the services specified in the Contract Documents, attached hereto as Exhibit "A"; and

WHEREAS, the Solid Waste Department, upon review of the bid responses, has determined Belcorp, Inc. to be the responsible bidder most responsive to the solicitation with the lowest bid, meeting the specifications as provided for in the Invitation to Bid, attached hereto as Exhibit "B".

NOW THEREFORE and IN CONSIDERATION of the mutual obligations and promises hereinafter set forth, the parties agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1 Company shall provide all equipment and personnel required to process clean, green, untreated wood into usable mulch. Mulch shall not exceed 3" in size. All sizes of incoming yard waste will be processed under this

Contract including stumps, limbs, and wood debris from trimming operations.

- 1.2 All equipment utilized on this project will be delivered to and from and transported between each site by Company solely at its cost.
- 1.3 In the event that contaminants such as rock, buck, metals, concrete, plastic, dirt, etc., is present, the County shall remove them before or during processing. They will be separated at each site for disposal by the County.
- 1.4 All processing will be done on an "On Call" basis with a minimum of 10 working days notice being given by the County before work is scheduled to begin.
- 1.5 In the event of an emergency or a natural disaster, Company shall respond to the County's request for services immediately.

## ARTICLE 2. INVOICING/PAYMENT

- 2.1 Prior to beginning processing, the County shall submit to Company all incoming scale weights (tonnage) for all yard and land clearing waste to be processed that was received at the Site since the last time such material was processed. Company and the County shall agree to the weight present to be processed. This weight shall be used to invoice the County for processing services, including the weight of all yard waste received and processed while the Company is processing the site.

2.2 In the event that incoming scale weights are not available; prior to beginning processing, the County and Company shall measure the accumulated yard waste piles in order to determine cubic yard measurement for billing purposes. The method of measurement will be based on determining the length, width, and average height of each pile of material in feet, multiplying these numbers, and dividing by 27 cubic feet per yard. The resulting number will determine the cubic yards of material to be processed and this number will be used by Company for billing purposes. Material will not be compacted with machinery at the landfill prior to measurement.

2.3 The Company shall submit an invoice to the County within 10 days after completion of the processing of all accumulated yard and land clearing waste material at the site. The invoice shall contain the dates the material was processed, the measured volume as determined by the above method and the amount owed for the service based upon the prices listed below. The County shall pay the Company for these services based on this invoice within 45 days of receipt of the invoice, pursuant to the Florida Prompt Payment Act, Florida Statutes, Section 218.70.

2.4 Compensation shall be based upon the following as applicable:

2.4.1 Price per Ton (derived from County weigh slips)  
\$17.50.

ordinances relating to protection of the environment, or resulting from injury (including death) to the person or damage to or loss of the property of anyone (including the County and the Company, and employees of the County and the Company) arising out or in connection with the processing of the yard and land clearing waste by the Company; provided, however, that such indemnification shall not apply to claims for loss, damage, injury or death if caused by the sole negligence of the County.

8.2 The Company shall be responsible for and shall pay or reimburse the County for any and all expenses incurred by the County as a result of breaches by the Company of its obligations hereunder, including but not limited to, fines and cleanup expenses resulting from services performed by the Company.

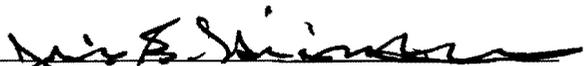
8.3 The Company shall maintain in full force and effect throughout the term of this contract the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
General Liability	\$1,000,000 Combined single limit
Automobile Liability	\$1,000,000 Combined single limit

8.4 All insurance will be by insurers authorized to do business in the State of Florida. Prior to the Company

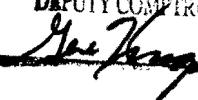
being allowed on the County premises, the Company shall provide the County certificates of insurance or other satisfactory evidence that insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to the County.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
Jim B. Higginbotham  
Its: Chairman

AS TO CHAIRMAN  
SIGNATURE:

  
John A. Crawford  
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER  
 DATE 9/24/07

Approved as to form by the  
Nassau County Attorney:

  
David A. Hallman

BELCORP, INCORPORATED

  
William T. Bell, Jr.  
Its: President

- 2.4.2 Price per Cubic Yard (measured or agreed upon mutually before grinding) \$4.00
- 2.4.3 Price per Hour (twenty (20) hours required) \$700.00
- 2.4.4 Flat Rate Per Quarter \$14,000.00

### Article 3 TERM OF CONTRACT/RENEWAL

- 3.1 This contract shall be for a two (2) year term beginning October 1, 2007 and will terminate on September 30, 2009.
- 3.2 This contract may be extended upon mutual agreement between both parties, with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length, individual one (1) year extensions shall be in the County's best interest and sole discretion.
- 3.3 Said renewal option must be executed at least thirty (30) days prior to the termination date.

### ARTICLE 4 AVAILABILITY OF FUNDS

- 4.1 The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County. Non-appropriation by the County will cause the Contract to terminate.

ARTICLE 5 TERMINATION FOR DEFAULT

5.1 The performance of this Contract may be terminated by the County, in writing, whenever it is determined that the contractor has failed to meet performance requirements of the Contract.

ARTICLE 6 TERMINATION FOR CONVENIENCE

6.1 The County reserves the right to terminate the Contract in whole or in part by giving Company written notice at least thirty (30) days prior to the effective date of the termination.

ARTICLE 7 DISPUTES

7.1 Any dispute arising under this Contract shall be addressed by the representatives of the County and the Company as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Director of Solid Waste and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Coordinator and the Director of Solid Waste or their designee and a representative of the Company. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Solid Waste or his/her designee, and the County Attorney

**COPY**

<b>INVITATION TO BID</b>
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**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

Bid Title: <b>Yard Waste Processing</b>		
Bid Number: <b>NC07-031</b>		
Requesting Department: <b>Solid Waste</b>	Bid Contact: <b>Lee Picket</b>	
Address: <b>46026 Landfill Road, Callahan, FL 32011</b>	Contact Number: <b>(904) 548-4974</b>	
Bid Due/Opening Date: <b>July 26, 2007</b>	Bid Time Due: <b>2:00 p.m.</b>	Bid Opening Time: <b>2:05 p.m.</b>
Location to Deliver Bid <b>Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097</b>		

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the removal from the County's bidder list or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: <b>Belcorp, Inc.</b>		
Business Address: <b>11530 Philips Highway, Jacksonville, FL 32256</b>		
Phone Number: <b>904-268-1236</b>	Fax Number: <b>904-268-7722</b>	E-Mail Address: <b>sandimetheny@belcorp-inc.com</b>
Nassau County Occupational License Number: <b>Duval County Occupational License # 41460000</b>		
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual): 	Date: <b>25 July 2007</b>	
Printed Signature: <b>William T. Bell, Jr.</b>	Title: <b>President</b>	

**BIDDER DECLARATION / ACKNOWLEDGMENT**

THIS BID IS SUBMITTED TO NASSAU COUNTY (A.K.A. - OWNER OR COUNTY):

Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

and the County Coordinator and the Director of Solid Waste or their designee(s) shall meet with the Company's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Coordinator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement rising out of or relating to this agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Company. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Company. The Company shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are follow.

#### ARTICLE 8 INDEMNIFICATION

8.1 The Company shall indemnify, defend and hold harmless the County and its respective officers, directors, employees and agents, from and against any and all claims, suits, losses, liabilities, assessments, damages, costs, and expenses, including reasonable attorneys' fees, arising under federal, state or local laws, regulations or

SECTION F. BID PRICE SHEET

NASSAU COUNTY  
SOLID WASTE MANAGEMENT DEPARTMENT

YARD WASTE PROCESSING  
BID NO. NC07-031

In accordance with the terms, conditions, and scope of work, the bidder hereby submits the following prices for Yard Waste Processing services at the West Nassau Landfill located at 46026 Landfill Road, Callahan, Florida 32011.

Price per Ton  
(State how total tonnage is to be arrived at)

Total tonnage derived from county weigh slips \$ 17.50 ton  
OR

Price per Cubic Yard  
(State how total yardage is to be determined)

~~Measured or agreed upon mutually before grinding~~ \$ 4.00 cubic yard  
OR

Price per Hour  
(State estimated hours required)

Twenty (20) hours \$ 700.00 per hour  
OR

Flat Rate Per Quarter \$ 14,000.00 per quarter

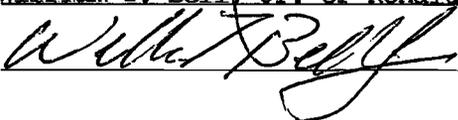
**BIDDERS INFORMATION:**

Company Name: Belcorp, Inc.

Address: 11530 Philips Highway, Jacksonville, FL 32256

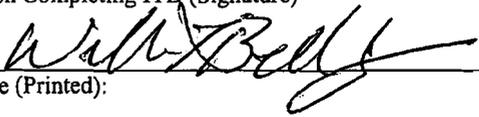
Phone Number/Fax Number 904-268-1236 / 904-268-7722

Contact Person: William T. Bell, Jr. or Ronald Zehr

Signature / Date:  25 July 2007

ATTACHMENT "B"

Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # ____ through # ____ Initial: Date: 25 July 2007
Person Completing ITB (Signature) 	
Name (Printed): William T. Bell, Jr.	Title: President

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "C"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Yard Waste Processing Bid No. NC07-031.
2. This sworn statement is submitted by Belcorp, Inc. (entity submitting sworn statement), whose business address is 11530 Philips Highway Jacksonville, FL 32256 and its Federal Employee Identification Number (FEIN) is 59-2738886 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
3. My name is William T. Bell, Jr. (please print name of individual signing), and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

William T. Bell Jr.  
(Signature)

25 July 2007  
Date

STATE OF FLORIDA  
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, William T. Bell Jr., who, after first being sworn by me, affixed his/her signature in the space provided above on this 25th day of July, 2007.

Sandra E. Metheny  
(Notary Public)

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



**ATTACHMENT "D"**  
**EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** Belcorp, Inc.  
**Address:** 11530 Philips Highway  
**City/State/Zip:** Jacksonville, FL 32256  
**Phone:** 904-268-1236 **Fax:** 904-268-7722  
**Name of primary contact responsible for work performance:** Ronald Zehr  
**Phone:** 904-268-1236 **Cell Phone:** 904-591-0486 **Email:** ronzehr@belcorp-inc.com

2. **INSURANCE:**  
**Surety Company:** Westfield Insurance Company  
**Agent Company:** GHG Insurance Company  
**Agent Contact:** Tim Gaskin  
**Total Bonding Capacity:** \$ 3,000,000 **Value of Work Presently Bonded:** \$500,000

3. **EXPERIENCE:**  
**Years in business:** 21 yrs  
**Years in business under this name:** 21 yrs  
**Years performing this type of work:** 10 yrs  
**Value of work now under contract:** \$5,850,000  
**Value of work in place last year:** \$4,650,000  
**Percentage (%) of work usually self-performed:** 100%  
**Name of subcontractors you may use:** Not applicable  
**Has firm:** Failed to complete a contract: no  
Been involved in bankruptcy or reorganization: no  
Pending judgment claims or suits against firm: no

4. **PERSONNEL**  
How many employees does your company employ:

Management	<u>5</u>	Full time	<u>0</u>	Part time
Site/Crew Supervisors	<u>8</u>	Full time	<u>0</u>	Part time
Workers/Laborers	<u>38</u>	Full time	<u>0</u>	Part time
Clerical	<u>1</u>	Full time	<u>0</u>	Part time
Other	<u>1</u>	Full time	<u>0</u>	Part time

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Volusia County, FL Solid Waste Services Transfer Station

Address: 3151 East State Road 44, Deland, FL 32724

Contract Person: Dave Kelly

Phone: 386-527-6334 Fax: 386-943-7409 Email: n/a

Project Description: Waste Tire Grinding, Woody Debris Grinding, Class 1 Garbage Grinding

Contract \$ Amount: 2006 YTD Revenue 1,250,000

Date Completed: October 11, 1993 to present - ongoing

Reference #2:

Company/Agency Name: Brevard County, FL Solid Waste Division

Address: 2250 Adamson Road, Cocoa, FL 32926

Contract Person: Richard Dees

Phone: 321-633-2042 Fax: 321-633-1966 Email: \_\_\_\_\_

Project Description: Woody Debris and Solid Waste Reduction

Contract \$ Amount: 2006 YTD Revenue \$2,150,000

Date Completed: November 2000 to present - ongoing

Reference #3:

Company/Agency Name: Orange County Solid Waste Department

Address: 5901 Young Pine Road Orlando, FL 32829

Contract Person: Jim Flynt

Phone: 407-836-6605 Fax: 407-836-6684 Email: n/a

Project Description: Solid Waste Reduction/Woody Debris Grinding

Contract \$ Amount: 2006 YTD Revenue \$1,100,000

Date Completed: April 15, 2002 to present - ongoing

**REMINDER:**

**THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**



# 2006-2007 OCCUPATION LICENSE TAX

CITY OF JACKSONVILLE/DUVAL COUNTY  
MIKE HOGAN, TAX COLLECTOR

231 E FORSYTH STREET ROOM 130 JACKSONVILLE, FL 32202-3370  
PHONE: (904) 630-2080 FAX: (904) 630-1432  
WEBSITE: www.coj.net/tc

Note - A penalty is imposed for failure to keep this license exhibited conspicuously at your establishment of place of business. This license is furnished pursuant to chapter 770-772 City ordinance codes.

BELCORP, INC  
WILLIAM T BELL, JR  
11530 PHILIPS HY  
JACKSONVILLE, FL 32256-1638

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ACCOUNT NUMBER:	41460000		
LOCATION ADDRESS:	11530 PHILIPS HY JACKSONVILLE FL 32256-1638		
DESCRIPTION:	PUBLIC SERVICE OR REPAIR, NOT SPEC		
COUNTY LICENSE DESC:	PUBLIC SERVICE OR REPAIR, NOT SPEC	COUNTY TAX:	93.75
MUNICIPAL LICENSE DESC:	MC 772.326-15	MUNICIPAL TAX:	251.25
		TOTAL TAX PAID:	345.00

VALID FROM September 1, 2006 TO September 30, 2007

**\*\*\*ATTENTION\*\*\***

**THIS LICENSE IS FOR OCCUPATION LICENSE TAX ONLY.**  
CERTAIN OCCUPATIONS MAY REQUIRE ADDITIONAL STATE LICENSING.

This is an occupation license tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the County or City. Nor does it exempt the licensee from any other license or permit required by law. This is not a certification of the licensee's qualifications.

*Mike Hogan*

TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-884148.0001-0001 M01 10/26/2006 345.00

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ED  
BELCO-2

DATE (MM/DD/YYYY)  
07/25/07

**PRODUCER**  
GHG Insurance Inc  
A Division of Sihle Ins Group  
P O Box 41368  
Jacksonville FL 32203-1368  
Phone: 904-421-8600 Fax: 904-421-8601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Belcorp Inc  
11530 Phillips Highway  
Jacksonville FL 32256

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mid Continent Casualty Co	
INSURER B: American Int'l Spec. Lines Ins	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	04GL000668017	03/26/07	03/26/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	04CA002751117	03/26/07	03/26/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	EBU9305232	03/26/07	03/26/08	EACH OCCURRENCE	\$ 2,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
							\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
A		Hired Auto Comp	04CA002751117	03/27/07	03/27/08	70,000	
A		Hired Auto Collisi	04CA002751117	03/27/07	03/27/08		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: BID# NC07-031

Nassau County, a political subdivision of the State of Florida, its officers, employees and agents are additional insured as respects general liability when required by written contract.

\*10 Day notice of cancellation for nonpayment of premium.

## CERTIFICATE HOLDER

NASSACO

NASSAU CO BOARD OF  
COUNTY COMMISSIONERS  
P. O. BOX 1010  
FERNANDINA BEACH FL 32035

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ali B. Spri*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
7/23/2007

<b>PRODUCER</b>  CONDON MEEK 1211 COURT STREET CLEARWATER, FL 33756	Serial # 121504	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
<b>INSURED</b>  FrankCrum 100 S MISSOURI AVENUE CLEARWATER FL 33756	1-800-277-1620	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td style="width: 30%;">FRANK WINSTON CRUM INSURANCE, INC.</td> <td style="width: 20%;"></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC#	INSURER A:	FRANK WINSTON CRUM INSURANCE, INC.		INSURER B:			INSURER C:			INSURER D:			INSURER E:		
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$												
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 7 0000 0000	1/1/2007	1/1/2008	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 70%;">WC STATUTORY LIMITS</td> <td style="width: 25%;">OTHER</td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THIS CERTIFICATE REMAINS IN EFFECT PROVIDED THE CLIENT'S ACCOUNT IS IN GOOD STANDING WITH FrankCrum COVERAGE IS NOT PROVIDED FOR ANY EMPLOYEE FOR WHICH THE CLIENT IS NOT REPORTING HOURS TO FrankCrum EFFECTIVE 02/01/2004 APPLIES TO 100% OF THE EMPLOYEES OF FrankCrum LEASED TO BELCORP, INC. 904-268-7722

<b>CERTIFICATE HOLDER</b>  NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS P.O BOX 1010 FERNANDINA BEACH, FL 32035	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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<b>INVITATION TO BID</b>
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*NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS*

<b>Bid Title:</b> <b>Yard Waste Processing</b>		
<b>Bid Number:</b> <b>NC07-031</b>		
<b>Requesting Department:</b> <b>Solid Waste</b>	<b>Bid Contact:</b> <b>Lee Picket</b>	
<b>Address</b> <b>46026 Landfill Road, Callahan, FL 32011</b>	<b>Contact Number</b> <b>(904) 548-4974</b>	
<b>Bid Due/Opening Date:</b> <b>July 26, 2007</b>	<b>Bid Time Due:</b> <b>2:00 p.m.</b>	<b>Bid Opening Time:</b> <b>2:05 p.m.</b>
<b>Location to Deliver Bid</b> <b>Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097</b>		

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the removal from the County's bidder list or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Bidder:</b>		
<b>Business Address</b>		
<b>Phone Number</b>	<b>Fax Number</b>	<b>E-Mail Address:</b>
<b>Nassau County Occupational License Number:</b>		
<b>Contractor's Florida License Number (as applicable):</b>		
<b>Authorized Signature (manual)</b>		<b>Date:</b>
<b>Printed Signature:</b>		<b>Title:</b>

**BIDDER DECLARATION / ACKNOWLEDGMENT**

THIS BID IS SUBMITTED TO NASSAU COUNTY (A.K.A. – OWNER OR COUNTY):

Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

## TABLE OF CONTENTS

SECTION A	INSTRUCTIONS TO BIDDER
SECTION B	GENERAL PROVISIONS
SECTION C	SPECIAL PROVISIONS
SECTION D	AWARD OR REJECTION OF BIDS
SECTION E	BID FORM (PROPOSAL)
SECTION E	SCOPE OF WORK AND TECHNICAL SPECIFICATIONS
SECTION F	BID PRICE SHEET
ATTACHMENT "A"	NO BID FORM
ATTACHMENT "B"	ADDENDUM ACKNOWLEDGMENT
ATTACHMENT "C"	PUBLIC ENTITIES CRIMES
ATTACHMENT "D"	EXPERIENDE OF BIDDER
ATTACHMENT "E"	INSURANCE REQUIREMENTS

## SECTION A. INSTRUCTIONS TO BIDDER

- A1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.
- A2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- A3. **Bid Price Sheet:** Each bidder shall furnish the information required on the Bid Price Sheet, Section F, and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format may be disqualified.
- A4. **Bid Submittal:** All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid name, bid number, date and time of opening and vendor's name.

Submit your bid as follows: One (1) original and two (2) copies must be submitted. Include the bid cover page, and bid section on which the instructions require return with the bid, any page where the bidder has taken exception(s), the duly designated "Bid Price Sheet", and any supporting documentation or literature being submitted in support of your bid.

- A5. It is the bidder's responsibility to assure that Bids are received in the office of John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, Florida 32097, on or before the date and time specified on page one of this Invitation to Bid. Facsimile bids are not acceptable. Bids received after the date and time specified will be rejected and returned unopened.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelop addressed to Nassau County Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Yulee, FL 32097.

- A6. Bids will be publicly opened at the office of the Clerk on the date and time specified on page one of this Invitation to Bid at the Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida.
- A7. **Bid Withdrawal:** Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. However, bids may be withdrawn anytime before the bid opening. A bidder may withdraw his bid without prejudice to himself, not later than the day and hour set for opening the bids, by communicating his purpose in writing to the County and his bid will be returned to him unopened.
- A8. Bidders' attention is specifically called to the terms and conditions of this solicitation. Bidders without exception, will be solely responsible for all aspects of the terms, conditions and special provisions of this solicitation.
- A9. **Unit Price Accuracy:** Please check your unit prices before submitting your bid, as no change in prices will be allowed after the bid opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended amount errors.

- A10. Proper Signatures:** Failure to sign the Bidder Declaration/Acknowledgement shall result in a disqualification of your bid. **Please be sure your bid is signed.**
- A11. Limitations on Liability:** Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by them without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid or the resulting contract will be considered unresponsive and the bidder non-responsible and as such, the bid will not be accepted by the County.
- A12. Questions:** Questions relative to interpretation of specifications or any aspect of the solicitation process shall be addressed to the contact name listed on page one, in writing, at least seven (7) calendar days before the bid opening date. Any interpretations, clarifications or changes made will be in the form of written addenda issued by Nassau County. Oral answers by any member of the requesting department will not be authoritative and the County will not entertain any protests based on a verbal instruction.
- A13.** It will be the responsibility of the bidder to contact the County prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda acknowledgement with their bid (Attachment "B"). The County will not consider requests to reopen a bid as a result of the failure of the bidder to secure addenda.
- A14.** Failure to comply with any of the foregoing instruction or any other essential element of this bid may result in disqualification of your bid.
- A15. Bid Check List:** Bidders are cautioned to please check their bid very carefully, using the following check list of forms to be submitted:
- \_\_\_\_\_ Invitation to Bid cover page signed
  - \_\_\_\_\_ Bid Price Sheet (Section F)
  - \_\_\_\_\_ Addendum Acknowledgment (Attachment "B")
  - \_\_\_\_\_ Public Entity Crimes Sworn Statement (Attachment "C"), signed and notarized
  - \_\_\_\_\_ Experience of Bidder (Attachment "D")
  - \_\_\_\_\_ Proof of Certificate of Insurance (current coverages)

## **SECTION B. GENERAL PROVISIONS**

- B1. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization.** Nassau County shall pay all vendors within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services, have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

Invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with accepted bid proposal.

- B2. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, the County Administrator Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of Nassau County agree to accept the goods/services on condition that the contractor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.
- B3. Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.
- B4. Permits/Licenses/Fees:** Any permits, licenses or fees required for this service will be the responsibility of the contractor unless otherwise stated.
- B5. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. Please refrain from including taxes in any billing resulting from a contract issued under this solicitation.
- B6. Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The prices in this bid have been arrived at independently, without consultation, communication, collusion or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- B7. Inspection/Acceptance Title:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.
- B8. The Contract:** Notice of intent to award by Nassau County will constitute notice to the bidder that they are the overall lowest priced, most responsive and responsible bidder. The County will provide a contract for the bidders' execution.
- B9. Laws Governing this Contract:** Any contractual arrangement between Nassau County and the vendor shall be consistent with, and be governed by, the ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and

all litigation arising under any contractual arrangement shall be brought in the appropriate county in Nassau County, Florida.

- B10. Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of Nassau County. Further, all bidders must disclose the name of any Nassau County officer, or employee who owns, directly or indirectly an interest of ten (10%) percent or more of the bidder's firm or any of its branches. Failure to disclose in this manner will result in disqualification of your bid or cancellation of work. The County will seek damages for recoupment of losses in having to re-bid or re-assign.
- B11. Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it I understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized affixed to the bid signature section attests to this.
- B12. Changes:** Nassau County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the contractor.
- B13. Modifications:** In addition to modifications made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in Nassau County.
- B14. Assignment & Subcontracting:** The vendor will not be permitted to assign its contract with Nassau County, or to subcontract any of the work requirements to be performed without obtaining prior written approval of Nassau County.
- B15. Liability:** The vendor shall act as an independent contractor and not as an employee of Nassau County. The vendor will be required to indemnify, defend, and hold and save harmless Nassau County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B16. Termination for Default:** The performance of the Agreement may be terminated by Nassau County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B17. Termination for Convenience:** Nassau County reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Nassau County, the vendor shall only provide those services specifically approved or directed by Nassau County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and Nassau County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the vendor.
- B18. Bid as Public Domain:** All documents and other material made or received in conjunction with this bid will be subject to public disclosure requirement of Chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise restricted.

**B19. Force Majeure:** Neither party of this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**B20 Indemnification:** The successful proposer(s) agrees to hold harmless and indemnify the County from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death or property damage suffered by any person, firm or corporation whatsoever and arising from or in any way connected with the negligent acts negligent performance of the Agreement, willful misconduct, violation of law or breach of this Agreement by the successful proposer(s), their agent(s), servant(s), or employees under this Agreement.

The County agrees to hold harmless and indemnify the successful proposer(s) from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in and about the investigation and defense thereof , for personal injuries, including death or property damage suffered by any person, firm or corporation whatsoever and arising from or in any way connected with the negligent acts of the County, its agents, servants or employees in assisting the successful proposer(s) in the performance of their obligations under this Agreement.

**B21. Public Entities Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The sworn statement form for Public Entities Crimes under section 287.133(3)(a), Florida Statutes, Attachment "C", must be submitted with the bid.

**B22. Debarred Vendors:** The County reserves the right to withhold award, rescind award or forego award to any vendor or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a contractor or vendor who has been barred from doing business with any public entity.

**B23. Vendor Responsibilities:** The Vendor certifies, by submission of this bid that the Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

**B24. Equal Opportunity:** Nassau County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

**B25. Other Entity Use:** All Bidders/Proposer submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

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

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

- B26. Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Nassau County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.
- B27. DISPUTES:** Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Department Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Department Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Director or his/her designee, and the County Attorney and the County Administrator and the Department Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

### **SECTION C. SPECIAL PROVISIONS**

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
- C2. Bidder's Specifications:** Each bidder shall make accurate statements in this bid response.
- C3. Not bidding:** If not bidding any or all items, please so state.
- C4. Firm Prices:** Prices for goods and services covered in the specifications shall be firm, net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of any agreement reached as a result of this Annual Requirement. No additional fees or charges shall be accepted.
- C5. Period of Agreement:** Agreement shall be awarded for a two (2) year term beginning October 1, 2007 upon approval and execution of the award by the Board of County Commissioners of Nassau County.
- C6. Option to Extend/Renew:** The performance period of any contract or purchase order resulting from this invitation to bid may be extended upon mutual agreement between the vendor and Nassau County with no

change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length, individual one (1) year extensions shall be in the County's best interest and sole discretion. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between the County and the successful bidder.

- C7. Exercise of Option:** Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the contractor their written statement of desire to enter into an extension of the performance period.
- C8. Probationary Period:** The first ninety (90) days of the contract are to be considered a "probationary" period. At the County's election, the successful bidder's contract may be terminated, based on the performance of the contractor, and a new award be granted without another formal bid.
- C9. Supervision:** The County shall not exercise any supervision or control over the Bidder's employees performing services under this contract. Such employees shall be accountable not to the County, but solely to the Bidder, who in turn is responsible to the County.
- C10. Pre-award Inspection:** The County reserves the right to make a pre-award inspection of the bidder's facilities, to determine the capabilities of the bidder to service the County, prior to award of any agreement.
- C11. Existing Permits and Identification Numbers:** Any and all permits, state licenses and/or Dept. of Environmental Protection identification numbers are to be available for review upon request.
- C12. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid and be properly licensed to do business in the State of Florida. Bidder, under their current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project. Bidder must complete the Experience of Bidder form, Attachment "D", and return with bid.
- C13. Additional Information:** Nassau County reserves the right to request any additional information needed for clarification from any bidder/proposer for evaluation purposes.
- C14. Insurance:** The contractor shall, during the entire period of performance of the contract resulting from this solicitation, procure and maintain at least the minimum kinds of insurance as stipulated in Attachment "E". Proof of such insurance must be provided to the County prior to commencement of work.
- C15. Attachments:** All attachments are made an essential part of this bid.

Attachment A - Statement of No Bid  
Attachment B - Addenda Acknowledgement  
Attachment C - Public Entities Crimes  
Attachment D - Experience of Bidder  
Attachment E - Insurance Requirements

If you choose not to bid on this Invitation to Bid, please complete and return Attachment "A" prior to the bid opening.

Insurance Requirements, Attachment "E", must be provided by the successful bidder as required.

- C16. **Delivery:** Bidder shall state in space provided approximate time required for delivery after receipt of purchase order.
- C17. **Escalation Clause:** Ninety (90) days prior to the end of the contract term, the contractor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

#### **SECTION D. AWARD OR REJECTION OF BIDS**

- D1. **Award of Contract/Purchase Order:** Award will be made to the responsible bidder most responsive to the solicitation with the lowest bid meeting specifications.
- D2. **Delivery:** Delivery will be a factor in the award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- D3. **Split Award:** Nassau County reserves the right to make award to one vendor, to split the award between vendors, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- D4. **Right to Reject:** The County reserves the right to reject any or all bids, with or without cause, without recourse, to waive technicalities or to accept the bid which in its judgment best serves the interest of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County. Nassau County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whose investigation shows is not in a position to perform the contract.
- D5. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this Invitation to bid.
- D6. **State Contract Pricing:** At the time of the evaluation, a comparison may be made between the bids received and the State Contract pricing for the same item/service. The award will be based on whatever is in the best interest of the County.

**SECTION E. TECHNICAL SPECIFICATIONS / SCOPE OF WORK**

**NASSAU COUNTY  
*SOLID WASTE MANAGEMENT DEPARTMENT***

**TECHNICAL SPECIFICATIONS  
FOR  
YARD WASTE PROCESSING**

It is the intention of the Nassau County Board of County Commissioners that these specifications describe the services necessary to provide all equipment and personnel required to process clean, green, untreated wood and yard waste into usable mulch.

1. Mulch shall not to exceed 3” in size.
2. All sizes of incoming yard waste will be processed, including stumps, limbs, and wood debris from trimming operations.
3. All equipment utilized will be delivered to and from and transported between each site by the Company, solely at its cost.
4. In the event that contaminants such as rock, buck, metals, concrete, plastic, dirt, etc., is present, the County shall remove them before or during processing. They will be separated at each site for disposal by the County.
5. All processing to be done on an “On Call” basis with a minimum of ten (10) working days notice being given by the County before work is scheduled to begin.
6. In the event of an emergency or a natural disaster, the Company shall respond to the County’s request for services immediately.
7. Prior to beginning processing, the County shall submit to Company all incoming scale weights (tonnage) for all yard waste to be processed that was received at the site since the last time such material was processed.
8. Company and the County shall agree to the weight present to be processed. This weight shall be used to invoice the County for processing services, including the weight of all yard waste received and processed while Company is processing the Site.
9. In the event that incoming scale weights are not available, prior to beginning processing, the County and Company shall measure the accumulated yard waste piles in order to determine cubic yard measurement for billing purposes. The method of measurement will be based on determining the length, width and average height of each pile of material in feet, multiplying these numbers, and dividing the 27 cubic feet per yard. The resulting number will determine the cubic yards of materials to be processed and this number will be used by Company for billing purposes. Material will not be compacted with machinery at the landfill prior to measurement.
10. Company will submit an invoice to the County within ten (10) days after completion of the processing of all accumulated yard waste material at the site. The invoice shall contain the dates the materials were processed, the measured volume as determined by the above method and the amount owed for the service based upon the prices listed in the contract. The County shall pay Company for these services based on this invoice within forty-five (45) days of receipt of the invoice.

11. All work may be done on a Quarterly or more basis. Estimated tonnage, each quarter is approximately 800 tons.
12. The contract will include an emergency clause as part of the County's Comprehensive Emergency Management Plan.

The Bid Proposal submitted shall meet or exceed these minimum specifications. Exceptions to the specifications shall be noted and shall be addressed in detail as provided for in this document. Failure to address any and all exceptions certifies that the services bid fully and totally meets or exceeds the specifications.

LOCATION: West Nassau Landfill 46026 Landfill Rd, Callahan Fl 32011

(End of Technical Specifications/Scope of Work)

**SECTION F. BID PRICE SHEET**

**NASSAU COUNTY  
SOLID WASTE MANAGEMENT DEPARTMENT**

**YARD WASTE PROCESSING  
BID NO. NC07-031**

In accordance with the terms, conditions, and scope of work, the bidder hereby submits the following prices for Yard Waste Processing services at the West Nassau Landfill located at 46026 Landfill Road, Callahan, Florida 32011.

Price per Ton  
(State how total tonnage is to be arrived at)

\_\_\_\_\_ \$ \_\_\_\_\_  
**OR**

Price per Cubic Yard  
(State how total yardage is to be determined)

\_\_\_\_\_ \$ \_\_\_\_\_  
**OR**

Price per Hour  
(State estimated hours required)

\_\_\_\_\_ \$ \_\_\_\_\_  
**OR**

Flat Rate Per Quarter \$ \_\_\_\_\_

**BIDDERS INFORMATION:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number/Fax Number \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

**ATTACHMENT "A"**

**STATEMENT OF "NO BID"  
RESPONSE TO INVITATION TO BID FORM**

If you do not intend to bid on this requirement, please complete and return this form prior to the date shown for receipt of bids to Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, FL 32097.

We have declined to bid on \_\_\_\_\_, \_\_\_\_\_, for the following reasons:  
(Bid No.) (Bid Name)

- \_\_\_\_\_ Specifications are too "restrictive", i.e. geared toward one brand or manufacturer (please explain below)
- \_\_\_\_\_ Insufficient time to respond to Invitation to Bid
- \_\_\_\_\_ We do not offer this product or equivalent
- \_\_\_\_\_ Our product schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (please explain below)
- \_\_\_\_\_ Other (please specify below)

Remarks:

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

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified bidders for Nassau County Board of County Commissioners for future projects.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Telephone Number Date

**ATTACHMENT "B"**

**Addendum Acknowledgment**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # ____ through # ____ Initial: Date:
Person Completing ITB (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "C"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES

**TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

\_\_\_\_\_  
Date

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

PERSONALLY APPREAED BEFORE ME, the undersigned authority, \_\_\_\_\_, who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Notary Public)

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

(seal)

**ATTACHMENT "D"**  
**EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Name of primary contact responsible for work performance: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email \_\_\_\_\_

2. **INSURANCE:**  
Surety Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_  
Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \_\_\_\_\_

3. **EXPERIENCE:**  
Years in business: \_\_\_\_\_  
Years in business under this name: \_\_\_\_\_  
Years performing this type of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Percentage (%) of work usually self-performed: \_\_\_\_\_  
Name of subcontractors you may use: \_\_\_\_\_  
Has firm: Failed to complete a contract: \_\_\_\_\_  
Been involved in bankruptcy or reorganization: \_\_\_\_\_  
Pending judgment claims or suits against firm: \_\_\_\_\_

4. **PERSONNEL**  
How many employees does your company employ:

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time
Other	_____ Full time	_____ Part time

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**REMINDER:**

**THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.**

## ATTACHMENT "E"

### INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' compensation, disability benefit, and other similar employee benefit acts;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

(e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate(s) of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificate(s) shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice be given to the Owner.

The Contractor shall procure and maintain, at his expense, during the Contract Time, liability insurance as hereinafter specified:

(1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$3,000,000.00 for any such damages sustained by two or more persons in any one accident.

Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any

one accident; and a limit of not less than \$1,000,000.00 for any such damage sustained by two or more persons in any one accident.

The Contractor must procure a contractual liability endorsement to the comprehensive general liability insurance policy to indemnify (hold harmless) the Owner and Engineer for claims arising out of the Contractor's negligence.

(2) The contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest(s) may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida, Workers' Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project and, in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner.

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This certificate does not amend, extend, or alter the coverage afforded by the policies described herein.

**Named Insured(s):**

Gevity HR, Inc; Gevity HR, LP; Gevity HR II, LP; Gevity HR III, LP; Gevity HR IV, LP; Gevity HR V, LP; Gevity HR VI, LP; Gevity HR VII, LP; Gevity HR VIII, LP; Gevity HR IX, LP; Gevity HR X, LP; Gevity HR XI, LLC; Gevity HR XII Corp.; Gevity XIV, LLC.  
9000 Town Center Parkway  
Bradenton, Florida 34202

**MARSH**

**Insurer Affording Coverage**

**American Home Assurance Company  
Member of American International Group, Inc. (AIG)**

**Coverages:**

This is to certify that the policy(ies) of insurance described herein have been issued to the insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, conditions and exclusions of such policy(ies). (Aggregate) Limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Exp. Date	Policy Number	Limits
<b>Workers' Compensation</b>	<b>1-1-2009</b>	<b>RMWC4402574 RMWC4275667</b>	<b>Employers Liability</b>
			Bodily Injury By Accident \$ 2,000,000      Each Accident
			Bodily Injury By Disease \$ 2,000,000      Policy Limit
			Bodily Injury By Disease \$ 2,000,000      Each Person

**Other:** Re: Yard Waste Processing - Bid No. NC07-031

**Employees Leased To:**

**Effective Date: 1/1/08**

7094 Consolidated Resource Recovery Inc.

The above referenced workers' compensation policy(ies) provide(s) statutory benefits only to the employees of the Named Insured(s) on such policy(ies), not to the employees of any other employer.

**Notice of Cancellation:** Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail **30** days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

**Certificate Holder:**

Nassau County Judicial Annex  
Attn: John A. Crawford, Ex-Officio Clerk  
76347 Veterans Way  
Yulee, FL 32097-5451



**Michael C. Weiss**  
Authorized Representative of Marsh USA Inc.

(866) 443-8489  
Phone

01/01/2008  
Date Issued



**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder other than those provided by this policy. This certificate does not amend, extend, or alter the coverage afforded by the policies described herein.

**Named Insured(s):**

Gevity HR, Inc and its wholly owned subsidiaries including but not limited to  
Gevity HR, LP; Gevity HR II, LP; Gevity HR III, LP; Gevity HR IV, LP;  
Gevity HR V, LP; Gevity HR VI, LP; Gevity HR VII, LP; Gevity HR VIII, LP;  
Gevity HR IX, LP; Gevity HR X, LP; Gevity HR XI, LLC; Gevity HR XII Corp.

9000 Town Center Parkwy  
Bradenton, FL 34202

**MARSH**

**Insurer Affording Coverage**

**American Home Assurance Co.,  
Member of American International Group, Inc.(AIG)**

**Coverages:**

This is to certify that the policy(ies) of insurance described herein have been issued to the insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, conditions and exclusions of such policy(ies). (Aggregate) Limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Exp. Date	Policy Number	Limits	
Workers' Compensation	1-1-2008	RMWC9719932 RMWC9719957	<b>Employers Liability</b>	
			Bodily Injury By Accident \$2,000,000	Each Accident
			Bodily Injury By Disease \$2,000,000	Policy Limit
			Bodily Injury By Disease \$2,000,000	Each Person

**Other :**

Re: Yard Waste Processing - Bid No. NC07-031

**Employees Leased To:**

**Effective Date : 01-JAN-2007**

7094.Consolidated Resource Recovery Inc

The above referenced workers' compensation policy(ies) provide(s) statutory benefits only to employees of the Named Insured(s) on such policy(ies), not to the employees of any other employer.

**Notice of Cancellation:** Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

**Certificate Holder**

Nassau County Judicial Annex  
Attn: John A. Crawford, Ex-Officio Clerk  
76347 Veterans Way  
Yulee, FL 32097



**Michael C. Weiss  
Authorized Representative of Marsh USA Inc.**

(866)443-8489

Phone

17 - JUL - 2007

Date Issued