

**WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS**



**JUNK REMOVAL SERVICES
RFP 2010-08**

(Re-Bid of Request for Proposal Number: 2010-01)

RESPONSES ARE DUE BY: July 27, 2010

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 309
Crawfordville, FL 32326

Contact: Deborah DuBose at 850.926.9500 or via e-mail at ddubose@mywakulla.com
850.926.9006 FAX

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INTRODUCTION

Wakulla County, Florida, is requesting sealed written proposals from vendors for the provision of junk removal services for the Code Enforcement Office of Wakulla County. The County will enter into negotiations with a maximum of 5 firms in order to establish a list of service providers who may provide services pursuant to the Junk Services Removal Agreement (the "Agreement"), incorporated herein. All proposals will be submitted to the Wakulla County Code Enforcement Board for review. The Code Enforcement Board shall rank the responding firms and recommend a short list to the Wakulla County Board of County Commissioners of those firms with which to enter into agreements. The terms of the Junk Removal Services Agreements shall be subject to the ultimate approval of the Board of County Commissioners. Specific projects shall be awarded on a project-by-project basis pursuant to a Request for Quotes submitted to all vendors with which the County enters into an Agreement.

Parties interested in preparing a response to this Request for Proposals must complete the requirements set forth in the attached documents. Under the proposal process of Wakulla County, the conditions set forth herein are binding on the Respondent as confirmed by the signature of an officer on the cover letter.

Wakulla County welcomes your response. The County reserves the right to reject any response found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with your firm. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida's public records laws.

SECTION 1. GENERAL INFORMATION

1.1 Objective

The objective of the RFP is to secure the services of up to five contractors who are capable of efficiently removing junk, household garbage, household hazardous waste and junked vehicles. The selected Respondents must be capable of removing all junk or performing all services within the time frame required by the County for an individual project.

1.2 Definitions

As used herein, the following terms shall have the following definitions:

"Contractor" or "Contractors" means the successful Respondent or Respondents.

"Contract Administrator" means the Wakulla County staff person identified in and responsible for administering the Junk Removal Services Contract.

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“Junk” means any garbage, rubbish, or litter, any junked or abandoned motor vehicle or parts thereof, and any personal property or other article having only nominal salvage value, which has been left unprotected from the elements; any tangible item made of wood, plastic, metal, stone, rubber glass or similar material which is discarded or is to be discarded by the owner or use, including, but not limited to, furniture, vehicles, stoves, refrigerators, dishwashers, televisions, water heaters, clothes washers and dryers, plumbing fixtures, screens, doors, beds, mattresses and similar items; and inoperative dilapidated, abandoned or wrecked materials including but not limited to automobiles, trucks, tractors, wagons, boats and other kinds of vehicles and parts thereof, scrap builders' materials, scrap contractors' equipment, tanks, casks, cans, barrels, boxes, drums, piping, bottles, glass, old iron, machinery and the like.

“Household garbage” means any garbage or trash generated by the domestic or household activities of one or more individuals living in a single residence or in single, separate quarters, and excluding specifically any industrial wastes, solid waste generated by commercial property and any waste collected on the site of a multifamily development which consists of the accumulated waste of more than one individual or family living in separate quarters or residences.

“Household hazardous waste” means materials or combinations of materials which require special management techniques because of their acute and/or chronic effects on air or water quality, on fish, plants, wildlife and other biota, and on the health, safety and welfare of the public. These materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials.

“Junked vehicles” means vehicles meeting the following criteria:

1. Vehicles from which any part, equipment, or piece thereof necessary for its operation is and remains removed there from for a period of at least thirty (30) days.
2. Vehicles located on the premises of another without written permission of the owner of such property or premises.
3. Vehicles located on property contrary to or in violation of any zoning law, regulation, or ordinance.
4. Vehicles found at any location in the county and the owner or any person having custody or possession thereof cannot, after reasonable search and inquiry, be found or located.
5. Vehicles located in close proximity to a parcel or tract of land with other junked or abandoned vehicles, and not under the control or supervision of some person whose whereabouts can be ascertained upon reasonable search and inquiry.
6. Vehicles that appear, after reasonable search and inquiry, to be junked or abandoned.

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1.2 Calendar of Events

All times listed in the Calendar of Events are Eastern Standard Time

Release of Request for Proposal	July 9, 2010 @ 8:00 a.m.
Technical Questions Due from Prospective Respondents	July 19, 2010 @ 3:00 p.m.
Non-Mandatory Pre-Proposal Conference	July 22, 2010 @ 10:00 a.m. 3093 Crawfordville Highway, Crawfordville, FL
Responses to technical questions due	July 23, 2010 @ 5:00 p.m.
PROPOSALS DUE TO BOCC	July 27, 2010 @ 2:00 p.m.
Evaluation Team to evaluate proposals	July 30, 2010 – August 11, 2010
Posting of Intended Award	August 16, 2010
Board Consideration of Intended Vendor Award	August 17, 2010
Anticipated beginning of contract	August 23, 2010

1.3 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held:

July 22, 2010
10:00 AM, Eastern Standard Time
Board of County Commission Complex
3093 Crawfordville Highway
Crawfordville, FL 32327

This is a voluntary meeting for all Respondents. This is an opportunity to obtain answers to any questions concerning the RFP prior to the Proposal Due Date. Prospective responders may attend and submit questions in writing as the questions may prompt the issuance of an addendum.

The purpose of the pre-proposal conference is to provide Respondents with detailed information concerning this solicitation and to address questions and concerns.

Respondents are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or the Contract, constitute grounds for a claim of any kind after contract award.

1.4 Mandatory Requirements

The Wakulla County Board of County Commissioners (BoCC) has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes

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or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a response.

Responses which do not meet all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible.

The Code Enforcement Board reserves the right to determine which replies meet the material requirements of the RFP and which Respondents are responsible and/or responsive. Further, the Code Enforcement Board or the County Commission may reject any and all proposals and seek new proposals when it is in the best interest of the County to do so.

1.5 General Instructions to Respondents

- a. Items listed on the checklist in this form and all other items required within this RFP must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

**RFP 2010-08 JUNK REMOVAL SERVICES
Wakulla County Board of County Commissioners
Wakulla County Purchasing Office
Attention: Deborah DuBose**

Hand Delivered: 3093 Crawfordville Highway, Crawfordville, FL 32327
Mailed: P.O. Box 1263, Crawfordville Highway, Crawfordville, FL 32326

- b. Proposals must be typed or written in ink. No changes in or corrections to proposals will be allowed after the proposals are opened.
- c. All proposals shall include **ONE (1) ORIGINAL, SO IDENTIFIED AND EIGHT (8) COMPLETE COPIES**, in a **SEALED** envelope (or other packaging).
- d. **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE** reflected on the timeline in the Calendar of Events of this RFP.
- e. It is the Respondent's responsibility to ensure the proposal is delivered to the proper place and time as required in this RFP. **The official date and time of receipt is the date and time the proposal is stamped by the County.** Late proposals will not be accepted. The County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

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- f. Inquiries. Questions related to this RFP must be received in writing by the contact person listed below by the time indicated in the Calendar of Events. Questions may be sent US mail, courier, e-mail, fax, or hand-delivered to the sole point of contact, listed below. No telephone calls will be accepted. Inquiries submitted after the period specified in the Calendar of Events will not be addressed. Answers to written questions received by the time and date listed in the Calendar of Events will be posted on the county's website at: www.mywakulla.com.

Submit questions in writing to:

Wakulla County Purchasing Office
3093 Crawfordville Highway
Attention: Deborah DuBose
Crawfordville, Florida 32327
FAX: 850.926.9006
Email: ddubose@mywakulla.com

- g. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a response.
- h. Respondents responding to this RFP or persons acting on their behalf may not contact, between the release of the solicitation and the County's posting the notice of intended award, any County employee, any member of the Code Enforcement Board, or County Commissioner, concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
- i. The representative from the Respondent signing the Proposal, must declare that the proposal is in all respects fair and in good faith, without collusion or fraud, and that the representative of the Respondent has the authority to bind the Respondent.
- j. The County shall not be liable for any costs incurred by a Respondent prior to entering into a Contract.
- k. Proposals must be tabbed and include all information required under Section 3 of this RFP.
- l. The County reserves the right to seek additional/supplemental information on specific issues, as needed.

1.6 Signing of Proposals

- a. Proposals submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the

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secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

- b. Proposals submitted by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.
- c. If Respondent is an individual, his signature shall be inscribed.
- d. If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the proposal.
- e. All proposals shall have names typed or printed below all signatures.
- f. All proposals shall state the Respondent's contractor license number, if applicable.
- g. Failure to follow the provisions of this section shall be grounds for rejecting the Bid as irregular or unauthorized.

1.7 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of proposals, provided that the withdrawal is requested in writing, properly executed by the Respondent and received by County prior to the opening of proposals. The withdrawal of a proposal will not prejudice the right of a Respondent to file a new proposal prior to the time specified for Bid opening.

1.8 Interpretation of Contract Documents

No interpretation of the meaning of the Scope of Services or other RFP documents shall be made to a Respondent orally. Any such oral or other interpretations or clarifications shall be without legal affect. All requests for interpretations or clarifications shall be in writing, addressed to the County, to be given consideration. All such requests for interpretations or clarification must be received by the deadline in the Calendar of Events. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued, shall be sent by mail to all known Respondents at their respective addresses furnished for such purposes no later than the date provided for responses to inquiries on the Calendar of Events. Such written addenda shall be binding on Respondents and shall become a part of the Bidding Documents.

It shall be the responsibility of each Respondent to ascertain, prior to submitting his Proposal that he has received all addenda issued and he shall acknowledge same in his Proposal.

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SECTION 2. SCOPE OF SERVICES

2.1 General

The Wakulla County Code Enforcement Office and the Code Enforcement Board are seeking responses to this RFP for entry into Agreements with responsible and responsive Contractors for the provision of junk removal services. Vendors are sought who are capable of providing professional cleanup services on private property as ordered by the Code Enforcement Board.

Contractor shall be capable of providing all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all junk and other materials.

Contracted services shall include the following:

1. Removal of junk or other materials, junked and abandoned vessels, junked and abandoned vehicles and recreational vehicles, trash, household garbage, rubbish, construction materials, debris, household hazardous waste, metals, and appliances, or any other junk removal services required by Wakulla County, in conformance with the appropriate County, State, and Federal regulations.
2. Conducting an inventory, impounding, and storing any removed material for a period of time of up to fifteen (15) days, if necessary. The storage of any such materials shall be in a secure location, which may include the Contractor's place of business.
3. The sale, if the junk or other material has any salvage value, or proper disposal of all junk and other material removed, including paying any costs of the sale or tipping costs and other disposal costs, in a manner consistent with the County's junk ordinance.

Upon receipt of a Code Enforcement Board order requiring cleanup of private property which is in violation of a Wakulla County Ordinance, the Code Enforcement Officer shall send a Request for Quotes to each Contractor with whom the County approves an Agreement. The Request for Quotes shall identify and set forth all requirements for the project. Such Contractors shall then inspect the subject property and provide a written quote to the Code Enforcement Officer for the necessary services.

The lowest quote shall be awarded the individual project on a Work Authorization basis.

Proceeds from the sale of junk shall be returned to the County and shall be used to pay all cleanup costs and administrative costs and fines imposed by the Code Enforcement Board which remain outstanding with any remainder being returned to the property owner.

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Vendors with whom the County enters into an Agreement must exercise due care in entering private property and removing junk and other materials, and take all steps to protect landscaping, buildings and other structures located on the property being cleaned.

2.2 Work Hours

All activity associated with removal and disposal of junk and other materials shall be conducted during visible daylight hours only, between dawn and dusk. Such activities conducted on private property shall further be conducted in such a manner to minimize any disturbance of the property owner or other persons using such property.

SECTION 3. QUALIFICATIONS, REVIEW OF PROPOSALS, SELECTION OF CONTRACTORS, AND AWARD OF PROJECTS

Respondents responding to this RFP who satisfy the required qualifications and are deemed to be responsive, responsible vendors shall be ranked by the Wakulla County Code Enforcement Board, which shall serve as the evaluation team. In ranking proposals the Code Enforcement Board shall evaluate the proposals on the basis of the information provided by the Respondent, and rank each proposal for compliance with the qualifications and mandatory requirements of the RFP.

Responses to this RFP that do not meet the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of Wakulla County, the Board of County Commissioners reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

A printed copy of the Response tabulation will be posted in the Purchasing Office and at the County's Administrative Offices and on the county's website (www.mywakulla.com). A copy will also be available upon written request to the Purchasing Office. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

3.1 Qualifications/Proposal Requirements

Respondents seeking to provide junk removal services must demonstrate their ability to perform the required services, and proposals shall be evaluated based on the following criteria:

1. Experience and Ability: Proposals shall include a brief statement of the Respondents ability to perform the anticipated work, and experience or ability, including a statement as to the Respondent's ability to handle and address the removal of Household Hazardous Waste. In addition, the Respondent shall provide a list of at least three (3), but no more than five (5), projects of a similar nature completed by the Respondent, including the name of the client. The Respondent may include projects completed on behalf of the County. These requirements shall be submitted on the form attached to this RFP as Attachment 2.

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Along with the form, Respondents should include a list and/or copies of all professional certificates, permits, or licenses necessary to do business in Florida and in Wakulla County, including a valid, current business tax receipt. Note: In the event large quantities of hazardous material or material other than household hazardous wastes are located on the property, Contractor should seek outside assistance to ensure the proper identification and disposal of such waste.

2. Past Performance: Proposals shall provide at least three (3) references for contracts of a similar size and scope, if available. If three references are not available, then references from any professional contracts, including at least two references for current contracts or those awarded during the past five years should be included on Attachment 3 to this RFP. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts or pending litigation occurring within the last five years with these or any other contract for similar work. Information pertaining to conflicts and litigation shall be provided in the form attached as Attachment 4 to this RFP.
3. Storage: The address and location at which any salvageable material will be stored in accordance with the Junk Ordinance. This information shall be provided on the form attached as Attachment 5 to this RFP.

When responding to a Request for Quotes for a specific job, selected Contractors must submit the following additional information:

1. A quote for provision of the required junk removal services.
2. The earliest date on which such services may be provided.
3. A description of the manner in which all salvageable items, if any, will be sold.
4. Payment Bond, as deemed necessary per quote.
5. Updated Certificate of Insurance, if necessary.

3.2 Local Preference in Purchasing and Contracting

1. In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score may be assigned for a local preference to a respondent, as follows:
 - a. A respondent which has a home or principal office located within Wakulla County and which satisfies the definition of a “Local Business” as set forth in this section shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable.

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- b. If no respondents having a home or principal office located within Wakulla County are competing on a project, respondents which have a home or principal office located within Franklin County, Jefferson County, Leon County, or Liberty County and which satisfy the definition of a “Local Business” as set forth in paragraph 2.b. of this section shall be given a preference in the amount of three percent (3%) of bid price or three percent (3%) of the total points available, whichever is applicable.

2. “Local Business” means, for the purposes of this section:
 - a. A business that has a current business tax receipt issued by Wakulla County, if required, and has its home or principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid, request for proposal, or other procurement document; or
 - b. A business that has all of the following:
 1. A fixed office or distribution point located in and having a street address within Wakulla County, Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and
 2. At least one (1) full time employee, or two (2) part-time employees whose primary residence is in Wakulla County, Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County, Franklin County, Jefferson County, Leon County, or Liberty County.

3. Any respondent claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The Office of Management & Budget shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

4. The preference of 3% or 5% in an invitation to bid or other procurement not using evaluation criteria shall be applied and deducted from the total amount of the bid price. The preference of 3% or 5% of the total points available in a request for proposals or other procurement using evaluation criteria shall be applied and added to the total points received by a respondent.

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5. If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

3.3. Attachments to RFP

This Request for Proposals includes and incorporates by reference the following attachments (some of which must be submitted along with the Respondent's response):

- Attachment 1. Response Transmittal Form: Respondents are required to complete, sign, and return the "Response Transmittal Form" with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 2. Statement of Experience and Ability: Respondents are required to complete, sign, and return the "Statement of Experience and Ability" with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent. In addition to the signed statement, Respondents must provide any licenses, certificates, or permits necessary to do business in Florida or Wakulla County.
- Attachment 3. Reference Form: Three reference forms must be provided meeting the requirements described above, with the response submittal.
- Attachment 4. Pending Litigation Form: Respondents must provide a statement of any conflicts or pending or completed litigation occurring the last five years for similar work. If none, simply indicate none. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 5. Storage Information: Respondents must provide the address and location at which any salvageable material will be stored in accordance with the Junk Ordinance. Such location shall offer safe and secure storage for at least 15 days. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 6. Public Entity Crimes Form: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 7. Equal Opportunity/Affirmative Action Statement: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 8. Non-Collusion Affidavit: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

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- Attachment 9. Certificate Regarding Debarment: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 10. Local Contractor Certification: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 11. Drug Free Workplace Certification: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 12. Conflict of Interest Disclosure Statement: This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- Attachment 13. Agreement for Junk Removal Services: This is the Contract for Junk Removal Services which will be entered into with up to five (5) Contractors.

3.4 Evaluation and Selection Process

1. The proposals submitted in response to this request will be evaluated by a selection committee consisting of members of the Code Enforcement Board.
2. The selection of up to five (5) firms and the ultimate execution of contracts, while anticipated, are not guaranteed by the County. The County reserves the right to determine which proposals are in the County's best interest and award contracts on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any Respondent (after proposals are opened) if such is deemed in the best interest of the County.
3. The selection committee will evaluate the proposals that are responsive to the requirements of this RFP using the following criteria listed in order of importance:

EVALUATION CRITERIA	Total Possible Points
Experience and Ability	45
Past Performance	35
Storage Capability	15
Local Preference	5

4. All proposals will be reviewed and ranked according to competence and qualifications, and Respondents may be selected for interviews or oral presentations as may be necessary. The County makes no commitment to any Respondent to this RFP beyond consideration of the written response to this RFP.
5. The preceding criteria will be used to evaluate proposal responses and select the successful Respondent. The selection team reserves the right to expand these criteria to include any other pertinent requirements as necessary or as directed by the Board of County Commissioners.
6. The proposals deemed best by the selection team shall be presented by the County Administrator in the form of an Agenda Request to the Board of County Commissioners, who shall either accept or deny the recommendation of the selection team.
7. The Board of County Commissioners, or its designee, shall enter into the Contract with up to five of the Respondents in accordance with Florida Statutes.

3.5 Award of Contract and Projects and Right to Protest

Award of a Contract shall be made to the five highest-ranked Respondents based on the overall rating received after evaluation, after consideration of the entire Proposal and investigations made by the selection team and the BOCC. When the Contract is awarded by County, such award shall be evidenced by a written document "Notice of Award," signed by the authorized representative of the County and delivered to the intended awardees by certified mail or other express delivery service.

Award of a Contract will be made by the BOCC in public session. Award recommendations will be posted outside the offices of the County at its Crawfordville address. Any Respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the County's Administrator within seventy two (72) hours (excluding weekends and holidays) of the date that the recommended award is posted. Upon filing of said notice of intent, the protesting party will have five (5) days from the date of posting to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the protest procedures are available at the offices of the County Administrator.

For Respondents who may wish to receive copies of proposals after the proposal opening, the County reserves the right to recover all costs associated with the printing and distribution of such copies. A printed copy of the Response tabulation will be posted in the Purchasing Office and at the County's Administrative Offices and on the county's website (www.mywakulla.com). A copy will also be available upon written request to the Purchasing Office. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

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Once the County enters into Contracts with Contractors, individual junk removal projects shall be solicited on an as needed basis upon issuance of an order of the Code Enforcement Board requiring that the County clean a lot or parcel of property, in the form of a Request for Quotes submitted to all vendors with which the County has an Agreement. The Request for Quotes shall describe the nature of the project, the address of the project, and a deadline by which all quotes must be received for consideration by the Code Enforcement Officer.

These individual projects will be awarded by the Wakulla County Code Enforcement Officer after the deadline date and time, on an **all or none basis to the Contractor providing the lowest total overall cost and meeting the project time table included in the Request for Quotes**. In order to be deemed responsive, a Contractor must have the ability to perform all requirements of the specific project. The final contract price will be the original response price in the response to the Request for Quotes, if an award is made.

Furthermore, responses to Requests for Quotes for individual projects not meeting the requirements for such individual project will also be deemed non-responsive or not responsible, as applicable, and may be rejected by the Code Enforcement Officer.

3.6 Executing the Junk Removal Services Contract

The Agreement for Junk Removal Services (“Contract”), a copy of which is attached hereto, as Attachment 14, shall be executed by the authorized representative of the successful Contractor and shall include all terms and conditions of this solicitation, any addenda, and the Respondent’s response. The construction, interpretation, and performance of this Contract and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County.

Entry into an Agreement for Junk Removal Services does not guarantee that a vendor will be selected for any specific project. All contracts shall be non-exclusive.

3.7 Contract Term.

Contracts for the provision of junk removal services shall terminate two years after the date on which such Contracts are executed.

SECTION 4. OTHER IMPORATNT INFORMATION

4.1 Insurance Requirements

The selected Respondent shall be required to comply with the insurance requirements included in the Agreement for Junk Removal Services, and provide a certificate of insurance verifying such compliance prior to issuance of a Work Authorization and commencement of any work required under the Scope of Services.

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4.2 Method of Payment

- a. Prompt Pay Policy: It is the policy of the County to fully implement the provisions of the Florida Prompt Payment Act. For more information, please refer to §§ 218.70-218.80, Florida Statutes.
- b. In the event a contract is canceled under any provision of the Contract, the County may withhold from the Contractor any monies owed under the Contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

4.3 Special Accommodations

Any person requiring special accommodations by the Board because of a disability should call the Board Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

4.4 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

Any failure by the Respondent to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

4.5 Additional Legal Requirement

All corporations seeking to do business with the County shall, at the time of submitting a response, be registered with the Department of State in accordance with the provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting such response, have complied with the applicable provision of

Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

4.6 Sales Tax

The County is a political subdivision of the State of Florida and is exempt from the payment of Florida sales tax. Corporations, Individuals and other entities are impacted by Chapter 212,

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Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the County. By submittal of a properly executed response to a procurement request from the County, the Respondent is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The County is also exempt from most Federal excise taxes. By submittal of a properly executed response to a procurement request from the County, the Respondent is acknowledging that he is aware of his responsibilities for Federal excise taxes.

4.7 Exclusion of County Permits in Quote Prices

To ensure compliance with Section 218.80, F.S., otherwise known as "The Public Bid Disclosure Act", the County will pay for all local County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to this work. Hence, Respondents shall not include these permit/fee amounts in any Quote in response to a Request for Quotes. However, the successful Respondents shall retain the responsibility to initiate and complete all necessary and appropriate actions to obtain the required permits other than payment for the items identified in this section.

The successful Respondent shall be responsible for procuring and paying for all necessary permits not issued by the local Counties pursuant to the prosecution of any work, if necessary.

4.8 Public Entity Crimes

Section 287.133, Florida Statutes, provides:

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, 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 36 months from the date of being placed on the convicted vendor list.

Respondent shall complete and return the public entity crimes affidavit, included as Attachment 6 of this RFP.

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RFP CHECKLIST:

Please submit the items on the following list and any other items required by any section of this Request for Proposals. The checklist is provided as a courtesy and may not be inclusive of all items required within this Request for Proposal:

- _____ Completed RFP Transmittal Form with Signature (Attachment 1)
- _____ Statement of Experience and Ability (Attachment 2)
- _____ Reference Forms (Attachment 3)
- _____ Pending Litigation Form (Attachment 4)
- _____ Storage Information (Attachment 5)
- _____ Public Entity Crimes Form (Attachment 6)
- _____ Equal Opportunity/Affirmative Action Statement (Attachment 7)
- _____ Non-Collusion Affidavit (Attachment 8)
- _____ Certificate Regarding Debarment (Attachment 9)
- _____ Local Contractor Certification (Attachment 10)
- _____ Drug Free Workplace Certification (Attachment 11)
- _____ Conflict of Interest Disclosure Form (Attachment 12)

RFP RESPONSE SHEET

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

HOWARD W. KESSLER, M.D.
Chairman

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ATTACHMENT 1
RESPONSE TRANSMITTAL FORM

.....

Wakulla County Board of County Commissioners
Post Office Box 1263
Crawfordville, FL 32327

COMPLETE AND RETURN THIS FORM
WITH THE ORIGINAL BID

.....

Re-Bid of Request For Proposal Number: 2010-08

Title: JUNK REMOVAL SERVICES

Date & Time of Proposal Opening:

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Federal Employer ID Number: _____

Telephone: () _____ Fax Number () _____

Internet E-Mail Address: _____

Authorized Signature (Manual): _____ Date: _____

Authorized Signature (Typed) and Title: _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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ATTACHMENT 2
STATEMENT OF EXPERIENCE AND ABILITY

Below, please provide a brief statement of the Respondent's experience and ability to perform the anticipated junk removal and disposal services, including a statement as to the Respondent's ability to handle and address the removal of Household Hazardous Waste. In addition, the Respondent shall provide a list of at least three (3), but no more than five (5), projects of a similar nature completed by the Respondent, including the name of the client. The Respondent may include projects completed on behalf of the County. Attach additional pages if needed.

General statement of Experience and Ability to provide junk removal and disposal services, including storage and sale of materials, if necessary:

Previously completed projects:

1.

2.

3.

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Means of addressing removal of household hazardous waste:

Note: In the event large quantities of hazardous material or material other than household hazardous wastes are located on the property, Contractor should seek outside assistance to ensure the proper identification and disposal of such waste occurs.

Authorized Signature: _____

Title: _____

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ATTACHMENT 3
REFERENCE FORM

Respondent's Name: _____

Contractors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BoCC reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge. (Please provide at least 2 Contact Names for each reference.)

FORMER CLIENTS-Provide Three (3)	
Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Title: _____

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ATTACHMENT 4
PENDING LITIGATION FORM

Respondents must provide a statement of any conflicts or litigation either pending or completed within the past five years regarding similar work. Provide the name of the other parties, the dates, and how the matter was resolved. If none, simply state none. Additional pages may be used, or such information may be typed and submitted on a different page, clearly marked "Attachment 4". This Form must be signed at the bottom by an Authorized Representative of Respondent.

Authorized Signature: _____
Title: _____

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ATTACHMENT 5
STORAGE INFORMATION FORM

Respondents must provide a description and address of the secure location at which any salvageable junk or other materials that may be removed would be stored. This Form shall be executed by Respondent or an Authorized Representative.

Address of Storage Location: _____

Description (Respondent's business location, storage facility, other):

Authorized Signature: _____

Title: _____

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ATTACHMENT 6
SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By: _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

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

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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.
4. 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

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

5. 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM

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THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 2010.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of
notary public

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ATTACHMENT 7
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Respondent hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The Respondent agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

ATTACHMENT 8
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

- a. _____ formed under the laws of _____
(Type of Business) (State or Province)

Of which he is _____.
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

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TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of
Notary Public)

ATTACHMENT 9
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 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-year period preceding this 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 governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/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 proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

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ATTACHMENT 10
LOCAL CONTRACTOR CERTIFICATION

The undersigned, as a duly authorized representative of the contractor listed herein, certifies to the best of his/her knowledge and belief, that the contractor satisfies the requirements for classification as a "Local Business" as defined in the Wakulla County Purchasing Policy's local preference provisions.

Please complete the following in support of the self-certification and submit copies of your County business licenses. Failure to provide the information requested will result in denial of certification as a Local Business.

Business Name:	Phone:
Current Local Address:	Fax:
If the principal office is not located within Wakulla County, please provide the number of employees or identify the owner of the business who resides in a qualifying County:	

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)
known to me _____ or has produced _____ as
(type of identification)
identification.

Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

ATTACHMENT 11
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to all other aspects are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place no later than five (5) days after such conviction.
5. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free 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.

FIRM _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

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ATTACHMENT 12
CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

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ATTACHMENT 13
AGREEMENT FOR JUNK REMOVAL SERVICES
JUNK REMOVAL SERVICES CONTRACT

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Code Enforcement Officer, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with _____ (the "Contractor") of _____ (address) a _____ contractor licensed to perform all work in the State of Florida and Wakulla County in connection with Request for Proposals No. 2010-08 (the "Project"), as said work is set forth in Request for Proposals No. 2010-08 and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Contractor's Proposal and any duly executed and issued addenda, as well as the Request for Proposals for Junk Removal Services, RFP No. 2010-08. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Section 2. Scope of Work.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, storage fees, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the work required by this Agreement.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor an amount equal to the price quoted in response to a Request for Quotes for an individual project, provided the Contractor is a responsive, responsible vendor for that project and provided that such response includes the lowest total overall cost of all quotes received and meets the project time table included in the Request for Quotes.

Section 4. Bonds.

A. If selected for an individual project, the Contractor shall provide a surety bond in the amount of 100% of the amount quoted in the response to the Request for Quotes, the costs of which are to be paid by Contractor, if deemed necessary by the County. The surety bond shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. This Agreement shall be for a period of 2 years from the date of execution, unless there are contractual duties and payments outstanding, in which case the Agreement shall terminate upon completion of all contractual duties and payment of all invoices submitted by the Contractor ("Contract Time"). The Agreement may be renewed or extended upon the written agreement of both the County and the Contractor.

B. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Request for Quotes to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date and upon issuance of a Work Authorization awarding the project to the Contractor, unless a different timeframe is required under the Request for Quotes. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within the time period stated within the Request for Quotes. The Work shall be fully completed and ready for final acceptance by the County at such time as the property is clean and in compliance with the Wakulla County Code of Ordinances.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday of Wakulla County, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 6. Payment.

Upon completion of the Work, Contractor shall submit an Application for Payment or an invoice to the County for payment for services rendered. The County shall review the Work site to determine whether the Work was completed in a satisfactory manner, and shall, within 30 calendar days, if the work is deemed satisfactory, pay the Contractor the amount approved in the Work Authorization for payment.

The County may decline to approve any Application for Payment, or portions thereof, upon inspection, and/or as necessary in the County's opinion to protect it from loss due to:

- A. Defective Work not remedied;
- B. Third party claims filed or reasonable evidence indicating the probable filing of such claims;
- C. Failure of Contractor to make payment properly to any subcontractors or for labor, materials, or equipment;
- D. Unsatisfactory prosecution of the Work by the Contractor; or
- E. Any other material breach of the Contract Documents.

If these conditions are not remedied or removed, the County may, after three days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor, the amount of liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between the Contractor and the County.

Section 7. Claims and Disputes.

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event,

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unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 8. Indemnification and Insurance.

A. Contractor agrees to save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or its consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Attachment E. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

C. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

D. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

E. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Attachment E, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County as an additional insured and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

F. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

G. Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 9. Termination.

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work

as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the County, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was

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excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies shall be limited to that amount earned through the date of termination.

Section 10. Emergencies.

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 11. Safety.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the Work and other persons and/or organizations who may be affected thereby;
- B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- C. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the

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Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

Section 12. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Request for Proposals for Junk Removal Services No. 2010-08
- C. Respondent's Proposal, including all Attachments
- D. Bond
- E. Insurance Requirements

Section 13. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wakulla County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

With a copy to the Project Manager:
Jaime Baze
Wakulla County Code Enforcement Officer
3093 Crawfordville Highway
Crawfordville, Florida 32327

B. All notices required or made pursuant to this Agreement by the County to the Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 14. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 15. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County.

Section 16. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing.

Section 17. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 18. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 19. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)
Its: _____ (Title)
Date: _____

Witness:

Its: _____
President/Corporate Secretary/Witness Date: _____
[Corporate Seal]

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Wakulla County, Florida

(SEAL) By: _____
Chairman

RFP Title: Junk Removal Services
RFP No. 2010-08

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

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ATTACHMENT A
LEGAL ADVERTISEMENT

ATTACHMENT B
REQUEST FOR PROPOSALS FOR
JUNK REMOVAL SERVICES NO.

ATTACHMENT C
RESPONDENT'S PROPOSAL
WITH ATTACHMENTS

ATTACHMENT D
BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership or Individual)

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto:

Wakulla County Board of County Commissioners

(Name of Owner)

3093 Crawfordville Hwy, Crawfordville, FL 32327

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

Dollars (\$_____) for Contract in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of _____, 2010, a copy of which is hereto attached and made a part hereof for the completion of :

JUNK REMOVAL SERVICES (the “WORK”)

NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the completion of such WORK, and for all labor cost incurred in such WORK including that by a subcontractor, and to any mechanic or material man lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors and persons, firms and corporations having a direct contract with the PRINCIPAL or its subcontractors.

PROVIDED, FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or specifications accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the CONTRACT DOCUMENTS shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2010.

Witness as to Principal

(Address)

Principal
BY _____

(Principal) Secretary

(Address)

(SEAL)

(Surety)

ATTEST:

Witness as to Surety

BY _____
Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

ATTACHMENT E
INSURANCE REQUIREMENTS, INCLUDING
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty

(30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Applicable Federal:

(e.g. Longshoremen's) Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.