

## **REQUEST FOR PROPOSALS**

### **19. Award RFP-600083-06/GMG – Term Contract for Clean Vegetative Wood Waste Processing Services for Seminole County, to Consolidated Resource Recovery, Inc., Sarasota (Term Contract).**

IFB-600062-06/BJC will provide for a qualified company to process and provide off-site beneficial reuse for clean wood waste and vegetative waste received by Solid Waste Management operations. Clean wood waste includes treated and untreated wood waste such as lumber, construction debris and pallets. Vegetative wood waste includes material from commercial and residential lawn maintenance and land clearing activities. This includes but is not limited to, bagged and loose yard waste such as grass clippings, brush and limb debris, tree trimmings, palm fronds, logs, and stumps.

Seminole County currently receives approximately 60,000 tons of clean and vegetative wood waste annually – of which 45,000 tons is bagged residential yard waste; 10,000 tons is loose yard waste and 5,000 tons is clean wood waste. The tonnage is an estimate only.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Evaluation Committee which consists of Bob Briggs, Finance Manager, Environmental Services; John Cirello, Director, Environmental Services; Don Fisher, Deputy County Manager; and David Gregory, Manager, Environmental Services, recommends award of the contract to the most responsible, responsive Proposer, Consolidated Resource Recovery (CRR), Inc., Sarasota. Belcorp, Inc. protested the staff recommendation to CRR, Inc. and then appealed the Purchasing and Contracts Manager's determination. The appeal committee recommended to the County Manager to uphold the protest decision and the County Manager concurred. All correspondence concerning this protest is contained in the backup.

The award criteria were based upon best value utilizing the stated evaluation criteria listed in the solicitation of corporate qualifications, processing plan, off-site beneficial reuse/recycling plan and cost. The Proposers were requested to identify beneficial end-use markets for the mulch. As part of their proposal, Consolidated Resource Recovery, Inc. offered a better off-site beneficial reuse and recycling plan. The proposed plan offers the best value to the County by offering a plan to market the product to the Wheelabrator Ridge Energy Generating Station located in Auburndale, Florida and indicated that the mulch will be used as Boiler Fuel to generate electricity. Consolidated Resource Recovery provided a letter attesting to this fact. Wheelabrator is considered a beneficial reuse by Florida Department of Environmental Protection (FDEP).

The agreement shall take place on the date of their execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for three (2) successive one (1) year periods.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints. Environmental Services Department and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contract as approved and prepared by the County Attorney's Office pursuant to the terms and conditions of the RFP documents.

**RFP-600083-06/GMG**  
**Term Contract for Clean and Vegetative Wood Waste Processing Services for  
 Seminole County**

	<b>Evaluator #1</b>	<b>Evaluator #2</b>	<b>Evaluator #3</b>	<b>Evaluator #4</b>	<b>Ranking</b>
<b>Belcorp, Inc.</b>	A (2)	M (1)	M (1)	A (2)	6
<b>Consolidated Resource Recovery, Inc.</b>	HA (3)	HA (3)	HA (3)	HA (3)	12

**Evaluation Key:**

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

**Evaluators:**

Evaluator #1 – Bob Briggs, Finance Manager, Environmental Services Department

Evaluator #2 – John Cirello, Director, Environmental Services Department

Evaluator #3 – Don Fisher, Deputy County Manager

Evaluator #4 – David Gregory, Manager, Environmental Services Department

Evaluator #5 – Greg Regan, Senior Coordinator, Environmental Services Department

**TERM CONTRACT FOR CLEAN AND VEGETATIVE WOOD WASTE PROCESSING  
(RFP600083-06/GMG)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CONSOLIDATED RESOURCE RECOVERY, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3025 Whitfield Avenue, Sarasota, Florida 34243, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified contractor to provide processing services for clean and vegetative wood waste for Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, the CONTRACTOR is competent and qualified to provide processing services for clean and vegetative wood waste to the COUNTY and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time speci-

fied therein.

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the COUNTY for clean and vegetative wood waste processing.

**SECTION 6. PAYMENT AND BILLING.**

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Environmental Services Department  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

**SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the

contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR.** Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date



of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** The CONTRACTOR agrees

that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 13. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action

nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 14. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 15. SUBCONTRACTORS.** In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 16. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

**SECTION 17. INSURANCE.**

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disap-

prove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess

policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

**SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.**



(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work

week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

**SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 25. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

**SECTION 27. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Environmental Services Dept.  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**For CONTRACTOR:**


Consolidated Resource Recovery, Inc.  
3025 Whitfield Avenue  
Sarasota, FL 34243

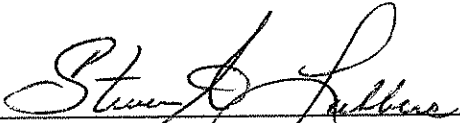
**SECTION 28. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 29. SIGNATURE AUTHORITY.** The Purchasing and Contracts Manager is hereby authorized to execute this Agreement on behalf of Seminole County.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

  
Edward R. Lee - Assistant  
Secretary  
(CORPORATE SEAL)

By:   
Steven A. Lubbers - VP Operations  
Date: 11-29-06

Additional Signatures on Following Page

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

  
\_\_\_\_\_  
County Attorney

AC/jjr  
9/8/06; 11/15/06  
P:\Users\lkennedy\Purchasing-2006\rfp-600083-06-GMG-Final.doc

- Attachments:  
Exhibit "A"- Scope of Services and Fee Schedule  
Exhibit "B"- Sample Purchase Order

By: \_\_\_\_\_  
BESTY J. COHEN  
Procurement Supervisor

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

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

## EXHIBIT "A"

### Description of Services

Seminole County is seeking a contractor to process and provide off-site beneficial reuse for clean wood waste and vegetative waste received by Solid Waste Management operations. Clean wood waste includes treated and untreated wood waste such as lumber, construction debris and pallets. Vegetative wood waste includes material from commercial and residential lawn maintenance and land clearing activities. This includes but is not limited to, bagged and loose yard waste such as grass clippings, brush and limb debris, tree trimmings, palm fronds, logs, and stumps. This material is received at the Seminole County Landfill located at 1930 Osceola Road, Geneva, Florida 32732. The Seminole County Landfill is located on a 1200 acre site. On the landfill property, 5 acres is dedicated for the processing of wood waste with surrounding acreage available for material storage.

Seminole County currently receives approximately 60,000 tons of clean and vegetative wood waste annually – of which 45,000 tons is bagged residential yard waste; 10,000 tons is loose yard waste and 5,000 tons is clean wood waste. The tonnage is an estimate only. No guarantee is stated or implied.

The Contractor shall furnish a well-defined business plan that will include the work procedures and equipment to be utilized in the performance of the work specified herein, method to dispose of contaminated material, an end-product marketing strategy, and anticipated revenue from sales, if any.

### **PROCESSING**

Processing shall be defined as any method in which the clean and vegetative wood wastes are reduced in volume. The County will consider various processing methods. The processing technology shall neither prevent nor limit the County in selecting or modifying materials for disposal. **If the Applicant proposes equipment other than a grinder or chipper/shredder, the Proposer must provide a copy of the manufacturer's literature with the equipment specifications in the submittal.**

- The Contractor shall provide all labor, equipment, material and supervision necessary to process all incoming material.
- The Contractor shall segregate clean wood waste from vegetative wood waste.
- The Contractor shall be responsible for the separation of potentially damaging materials such as rock, metal, or other items that may be damaging or harmful to the processing equipment.
- The Contractor shall make available approximately 20,000 tons per year of processed material for the sole use of Seminole County.
- The Contractor shall process all material in a timely manner, never leaving more than an accumulation of two months worth of material on-site at any time.
- The Contractor shall be ready to accept and process any accumulation of material within thirty (30) calendar days after receipt of Notice to Proceed.
- The Contractor who cannot meet start-up requirements will be considered non-responsive.
- All activities shall be conducted in compliance with applicable Federal, State, and local laws, rules, regulations, and guidelines.
- The contractor shall be responsible for obtaining any required permits.

**RATE OF MATERIAL RECEIPT, FISCAL YEAR 2005-06 DATA**

Below is recent monthly tonnage information as recorded by Seminole County. No assurances of maximum or minimum tonnages are made by the County.

Month	Tons		Month	Tons
July 2005	5418		January 2006	3416
August 2005	5039		February 2006	3327
September 2005	4575		March 2006	6490
October 2005	4447		April 2006	5113
November 2005	4181		May 2006	4833
December 2005	3135		June 2006	4672

**EQUIPMENT**

- The Contractor shall be responsible for any and all damages resulting from the introduction of any materials into the contractor's equipment.
- The Contractor shall process and size reduce/screen/clean-up all bagged vegetative wood waste.
- The Contractor shall provide equipment sufficient to process, sort, move, and stockpile clean and vegetative wood waste and contaminated materials.
- The Contractor shall keep its equipment in proper repair in order to maintain contract specifications.
- The Contractor shall provide all support equipment including spare parts, tools, chain saws, etc., to ensure all materials are processed to contract specifications.

**PROCESSING FOR REMOVAL**

- The Contractor shall be responsible for all efforts needed to process, de-bag, clean-up, etc. material for off site beneficial reuse.

**REMOVAL**

- The Contractor shall remove all processed material not used by the County, for a beneficial reuse off property.
- The contractor shall identify all off-site locations where material will be delivered for recycling. The County reserves the right to approve all off site locations, prior to the commencement of material shipment.
- The contractor shall be responsible for submitting to the County copies of applicable permits for off site facilities utilized for the disposal or recycling of material.
- Failure to utilize off-site locations that are permitted and operated in compliance with Federal, State, or local laws, regulations, and ordinances is grounds for termination of this agreement.

### **EMERGENCY PROCESSING**

- In the event of a natural disaster, the Contractor shall provide additional emergency processing service to the County, within fifteen (15) days of the natural disaster.
- However, in the event a natural disaster or if an emergency is declared, the County reserves the right to hire additional or replacement Contractors, should the awarded Contractor' not possess the necessary resources to accomplish the required emergency work.

### **RESPONSIBILITIES OF THE COUNTY**

- The County shall visually inspect the material at the point of delivery to ensure it is relatively free of contamination. The County's inspection of the material in no way limits the Contractor's responsibility for separation and removal of contaminants.
- The County shall make available to the Contractor certified scales and accurate documentation for the amounts of material delivered and removed from the site.
- The County shall have available scale attendants to minimize contamination from incoming loads.
- The County shall provide a 5 acre site for processing. The site has electric connectivity in the area.
- The County shall not prescribe equipment specifications.
- The County shall accept a "reasonable amount" of contaminants generated by material processing at the landfill workforce. The County shall determine the reasonable amount.



October 2, 2006

RFP-600083-06/GMG

Technical Plan:

See operations Plan attached

Off Site Beneficial Reuse/Recycling Plan:

CRR intends to haul all resultant mulch off site to the Wheelabrator Ridge Energy Generating Station located in Auburndale, Florida. The mulch will be used as Boiler Fuel to generate electricity. Attached see a copy of the facility permit to utilize this material.

**Wheelabrator Ridge Energy Inc.**

A Waste Management Company

3131 K-ville Avenue  
Auburndale, FL 33823  
(863) 665-2255  
(863) 665-0400 Fax

October 2, 2006

Mr. Steve Lubbers  
Vice President  
Consolidated Resource Recovery  
3025 Whitfield Avenue  
Sarasota, FL 34243

Dear Steve:

Please accept this letter as confirmation that Wheelabrator Ridge Energy Inc. has agreed to accept processed wood chips delivered to its power plant by Consolidated Resource Recovery or a designated hauler. This letter pertains to wood waste received and processed at the Osceola Landfill under contract with Seminole County. Our acceptance is predicated on Consolidated Resource Recovery's ability to process the material to the proper specifications and to deliver it to Wheelabrator Ridge Energy in Auburndale, FL during normal business hours.

All of the material delivered will be used as fuel in a dedicated boiler in order to produce steam that will power a turbine generator. The turbine generator produces electricity that will be sold under a long-term contract to Progress Energy. This beneficial reuse of the material should allow Seminole County to claim recycling credit for any material delivered to Wheelabrator Ridge Energy.

Acceptance of the Consolidated Resource Recovery proposal by Seminole County will necessitate the execution of a formal contract.

Wheelabrator Ridge Energy looks forward to continuation of its long-standing relationship with Consolidated Resource Recovery through the duration of the proposed contract.

Sincerely,

Phil Tuohy  
Plant Manager

October 2, 2006

Solicitation No. RFP-600083-06/GMG

### OPERATIONS PLAN

- Ⓢ CRR will utilize a full time FDEP certified landfill spotter at all times the facility is open receiving and inspecting all incoming yard waste.
- Ⓢ All non-yard waste material will be segregated to a designated area for proper disposal at the Seminole County facility.
- Ⓢ CRR will utilize a late model Cat 950G wheel loader equipped with a rake to stockpile and otherwise manage the incoming volume of yard waste and keep the facility open and accessible to the County's customers maintaining the needed traffic flow on site.
- Ⓢ Stockpiled yard waste will be processed via a tubgrinder/horizontal wood hog and/or screened as necessary to maintain required maximum inventories on site.
- Ⓢ Mulch produced by the grinder/screen will be stockpiled in a designated area for loading onto outgoing trucks.
- Ⓢ CRR shall move mulch off site on a consistent basis via 100 cubic yard waking floor transfer type trailers.
- Ⓢ CRR shall have all trucks weigh in at the County's scale on site establish tare weight and weigh outbound to establish gross weight.
- Ⓢ CRR will process the required mulch as described in the contract documents on an as needed basis for use by Seminole County.
- Ⓢ CRR will follow a prescribed plan for routine site maintenance and housekeeping to keep the facility organized and clean.
- Ⓢ CRR will follow a prescribed plan for equipment maintenance on site.
- Ⓢ CRR shall maintain sufficient personal on site to maintain a consistent progression of the work.
- Ⓢ CRR shall maintain its diesel fuel storage on site in a double wall tank contained in a concrete fuel containment pit.

October 2, 2006

Solicitation No. RFP-600083-06/GMG

### AVAILABLE EQUIPMENT AND PERSONELL

CRR presently has approximately 100 full time employees, additionally CRR presently has many regular employees that live in SEMINOLE COUNTY and may be assigned to this project.

CRR owns the following types of units available to perform this contract:

☉ Wheel Loaders 950 Cat and larger	34
☉ Tubgrinders, horizontal hogs, track hogs, track chippers	20
☉ Hydraulic excavators 320 Cat and larger	18
☉ Trommal Screens	7
☉ Dozers	3
☉ Road mechanics/service trucks	6
☉ Lowboy trucks and trailers	5
☉ Owned 100yd semi chip trailers and trucks	5
☉ Leased/subcontracted 100yd trucks and trailers	22
☉ Excavator mounted hydraulic stump shear	1
☉ Retech 40' elevated pick station	1

Price Proposal

PROJECT: TERM CONTRACT FOR CLEAN AND VEGETATIVE WOOD WASTE PROCESSING SERVICES FOR SEMINOLE COUNTY

COUNTY CONTRACT NO. RFP-600083-06/GMG

Name of Proposer: Consolidated Resource Recovery, Inc.

Mailing Address: 3025 Whitfield Ave.

Street Address: 3025 Whitfield Ave.

City/State/Zip: Sarasota, FL 34243

Phone Number: ( 941 ) 756-0977

FAX Number: ( 941 ) 751-6942

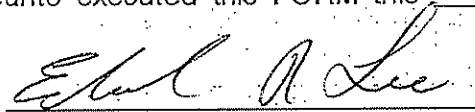
Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity with the Contract Documents, including Addenda Nos. 0 through 0, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 3rd day of October, 2006.

Consolidated Resource Recovery, Inc.  
(Name of PROPOSER)

Edward R. Lee  
(Printed name of person signing FORM)

  
(Signature of person signing FORM)

Operations Manager  
(Title of person signing FORM)

## FEE SCHEDULE

- \* The Proposer shall indicate in the unit price, the total amount per ton to be charged to the County for material being processed/removed. No start-up or initial operation costs are allowed. Measure of payment shall be based on per ton or per cubic yard measurements.
- \* The County intends to pay per ton units. Per cubic yard amounts will only be used at the County's sole discretion.
- \* The Contractor shall provide detailed monthly invoices, including, but not limited to, total amount of material processed, total finished product sold or disposed of, and other financial information required for audit purposes.

### PART I - PROCESSING:

Price/ton as measured at Osceola Road Landfill Scales: \$ 11.50 / ton

Price/yard as measured by incoming loads or in stockpiles: \$ N/A / cubic yard  
(optional pricing)

### PART II - PROCESSING FOR OFF-SITE BENEFICIAL REUSE/RECYCLING:

Price/ton of outbound loads as measured at Osceola Road Landfill Scales: \$ 2.00 / ton

Price/yard as measured by outgoing loads: \$ N/A / cubic yard  
(optional pricing)

### PART III - REMOVAL FOR OFF-SITE BENEFICIAL REUSE/RECYCLING:


Price/ton of outbound loads as measured at Osceola Road Landfill Scales: \$ 8.00 / ton

Price/yard as measured by outgoing loads (optional pricing): \$ N/A / cubic yard  
(optional pricing)

## CLEAN AND VEGETATIVE WOOD WASTE PROCESSING SHEET (For evaluation purposes only)

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED COST
1	Processing	60,000	\$ 11.50	\$ 690,000.00
2	Processing for off-site reuse	40,000	\$ 2.00	\$ 80,000.00
3	Removal for beneficial reuse	40,000	\$ 8.00	\$ 320,000.00
<b>Estimated Total</b>				<b>\$ 1,090,000.00</b>

Consolidated Resource Recovery, Inc.  
(Name of PROPOSER)

  
(Signature of person signing FORM)

**RFP Package  
Enclosed**

<p><b>SUBMIT PROPOSALS TO:</b></p> <p>Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771</p> <p>Attn.: PURCHASING DIVISION</p>	<p align="center"><b>REQUEST FOR PROPOSALS</b></p> <p align="center">and Proposer Acknowledgment</p>
<p>Contact: Gloria M. Garcia, CPPB Senior Procurement Analyst 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov</p>	<p align="center"><b>RFP-600083-06/GMG</b></p> <p align="center"><b>Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County</b></p>
<p>Proposal Due Date: <b>October 4, 2006</b></p> <p>Proposal Due Time: <b>2:00 PM</b></p>	<p><b>Location of Public Opening:</b></p> <p>County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771</p>
<p>Proposer Name: <b>Consolidated Resource Recovery, Inc.</b></p>	<p>Federal Employer ID Number or SS Number: 94-3154672</p>
<p>Mailing Address: 3025 Whitfield Ave</p>	<p>If returning as a "No Submittal", state reason (if so, return only this page):</p>
<p>City, State, Zip: Sarasota, FL 34243</p>	
<p>Type of Entity: (Circle one)</p> <p><input checked="" type="radio"/> Corporation    Partnership <input type="radio"/> Proprietorship    Joint Venture</p>	<p><i>X Edward R. Lee</i> Authorized Signature (Manual)</p>
<p>Incorporated in the State of: DE</p>	
<p>Telephone Number: 941-756-0977</p>	<p>Typed Name: Edward R. Lee</p>
<p>Toll Free Telephone Number: (800) 888-756-0977</p>	<p>Title: Operations Manager</p>
<p>Fax Number: 941-751-6942</p>	<p>Date: 10-03-06</p>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR  
PROPOSAL**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

**TAX EXEMPTION NUMBERS**  
 FLORIDA SALES: 69-11-033995-53C  
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners  
 Seminole County, Florida  
**PURCHASE ORDER**

**ORDER NUMBER:**

**NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.**

**ITEM NO.**

EXHIBIT "B"

**ORDER TYPE** OP

**ORDER DATE**

**REQ. NUMBER**

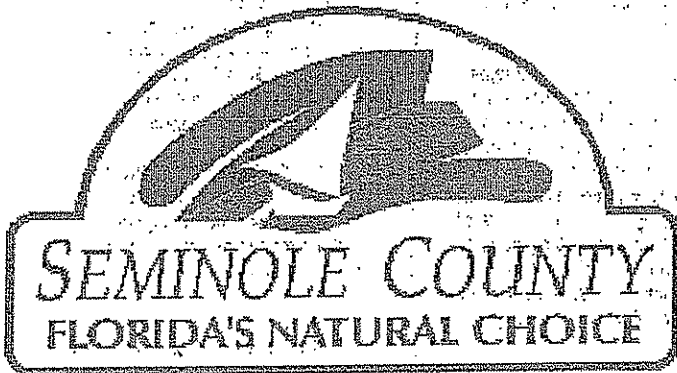
**ANALYST**

**VENDOR NUMBER**

**VENDOR**

**FOR INQUIRIES REGARDING THIS ORDER, CONTACT:**  
 FISCAL SERVICES DEPARTMENT - PURCHASING AND  
 CONTRACTS DIVISION  
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
 SANFORD FLORIDA 32771  
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

**DELIVERY**

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

**REQUESTING  
 DEPT/INDV**

**TOTAL AMOUNT**

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.**

**SUBMIT ALL INVOICES IN DUPLICATE TO:**  
 CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0869  
 Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID DR CONSO-1	DATE (MM/DD/YYYY) 11/28/06
PRODUCER <b>Des Champs &amp; Gregory, Inc</b> Main Office 1812 Manatee Ave. W., Bradenton FL 34205-5927 Phone: 941-748-1812 Fax: 941-746-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED  <b>Consolidated Resource Recovery</b> Mary Tyson 3025 Whitfield Ave Sarasota FL 34243	INSURERS AFFORDING COVERAGE INSURER A: <b>Massachusetts Bay Ins Co</b> INSURER B: <b>Hanover Insurance Company</b> INSURER C: <b>Ohio Casualty Insurance Co</b> INSURER D: INSURER E:	NAIC #       <b>10937</b>	

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	LDJ8412366	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	X	AUTOMOBILE LIABILITY	AHJ7012512	08/01/06	08/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRE AUTOS				AUTO ONLY - EA ACCIDENT	\$
		NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
C	X	EXCESS/UMBRELLA LIABILITY	EU052510067	06/01/06	06/01/07	EACH OCCURRENCE	\$ 6,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 6,000,000
		DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTI-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

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

Job: RFP-600083-06/BJC. The insurance on this certificate shall be on a primary non-contributory basis as per insuring agreement.

**CERTIFICATE HOLDER**

**SEMIN-1**

**Seminole County**  
 FX 407 349 2152  
 1101 E 1st St  
 Sanford FL 32771-1468

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*W. Stuart Gregory*

**Certificate of Insurance**

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

**Named Insured(s):**

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

9000 Town Center Parkway  
Bradenton, FL 34202

**MARSH**

**Insurer Affording Coverage**

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

**Coverages:**

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

Type of Insurance	Certificate Exp. Date	Policy Number	Limits	
Workers' Compensation	1-1-2007	RMWC9426922 RMWC9431313	<b>Employers Liability</b>	
			Bodily Injury By Accident \$2,000,000	Each Accident
			Bodily Injury By Disease \$2,000,000	Policy Limit
			Bodily Injury By Disease \$2,000,000	Each Person

**Other :**

RE: RFP-600083-06/BJC - TERM CONTRACT FOR CLEAN AND VEGETATIVE WOOD WASTE PROC

**Employees Leased To:**

**Effective Date :** 01-JAN-2006

7094.Consolidated Resource Recovery Inc

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

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

**Certificate Holder**

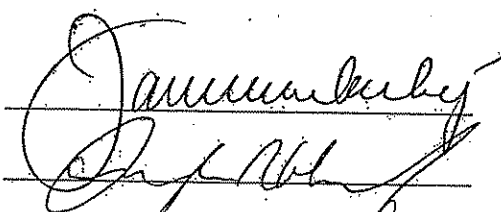
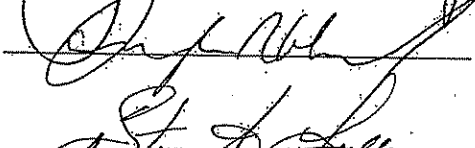
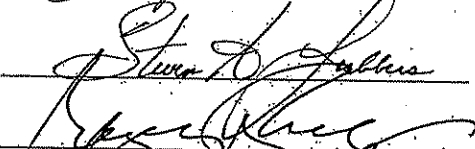
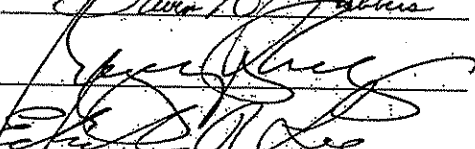
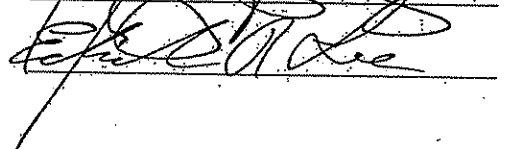
Seminole County  
Attn: Purchasing Division  
1101 E 1st St  
  
Sanford, FL 32771



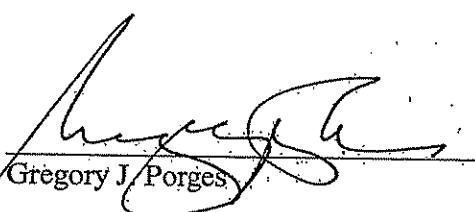
**Michael C. Weiss**  
Authorized Representative of Marsh USA Inc.  
(866)443-8488      28-NOV-2006  
Phone      Date Issued

**CONSOLIDATED RESOURCE RECOVERY, INC.  
INCUMBENCY CERTIFICATE**

I, Gregory J. Porges, in my capacity as Secretary of the Corporation and not in my personal capacity, hereby certify that I am the duly appointed Secretary of Consolidated Resource Recovery, Inc., a Delaware corporation (the "Corporation"), and that each person named below has been duly appointed as the respective officers or positions of the Corporation set out opposite their respective names and has been authorized to execute and deliver on behalf of the Corporation any instrument requiring the signature of an officer of the Corporation and the signatures set forth opposite their names are true specimens of their signatures:

<u>Name</u>	<u>Office or Position</u>	<u>Signature</u>
James E. H. Darby	Chairman and Chief Executive Officer	
Douglas R. Halward	President	
Steven Lubbers	Vice President of Operations	
Gregory J. Porges	Secretary	
Ed Lee	Assistant Secretary	

Dated this 13<sup>th</sup> day of September 2004.

  
Gregory J. Porges

The undersigned, James E. H. Darby, Chairman and Chief Executive Officer of the Corporation, does hereby certify that Gregory J. Porges is the duly appointed Secretary of the Corporation on and as of the date hereof and the signature set forth opposite his name above is a true specimen of his signature.

Dated this 13<sup>th</sup> day of September 2004.

  
James E. H. Darby, Chairman and Chief Executive Officer

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID DR CONSO-1	DATE (MM/DD/YYYY) 11/28/06
PRODUCER <b>Des Champs &amp; Gregory, Inc</b> Main Office 1812 Manatee Ave. W., Bradenton FL 34205-5927 Phone: 941-748-1812 Fax: 941-746-1400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Consolidated Resource Recovery Mary Tyson 3025 Whitfield Ave Sarasota FL 34243		INSURER A: <b>Massachusetts Bay Ins Co</b>	
		INSURER B: <b>Hanover Insurance Company</b>	
		INSURER C: <b>Ohio Casualty Insurance Co</b>	10937
		INSURER D:	
		INSURER E:	

**COVERAGES**

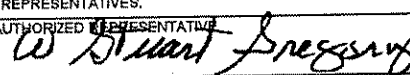
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	LDJ8412366	09/01/06	09/01/07	EACH OCCURRENCE \$ <b>1,000,000</b>
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B		<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AHJ7012512	08/01/06	08/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1000000</b>
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> OTHER THAN AUTO ONLY:				EA ACC \$
C	X	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	EUO52510067	06/01/06	06/01/07	EACH OCCURRENCE \$ <b>6,000,000</b>
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>				AGGREGATE \$ <b>6,000,000</b>
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Job: RFP-600083-06/BJC. The insurance on this certificate shall be on a primary non-contributory basis as per insuring agreement.**

**CERTIFICATE HOLDER**

**CANCELLATION**

SEMIN-1  Seminole County FX 407 349 2152 1101 E 1st St Sanford FL 32771-1468	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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County Manager's Office

## MEMORANDUM

**DATE:** December 26, 2006

**TO:** Bill Johnson, Contracts Analyst

**FROM:**  Cynthia A. Coto, County Manager

**SUBJECT:** RFP-600083-06/GMG – Term Contract for Clean and Vegetative Wood Waste Processing – Bid Protest Advisory Appeal Committee Recommendation

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I have reviewed the correspondence relating to Belcorp Inc's., bid protest regarding RFP-600083-06/GMG.

I concur with the Appeal Advisory Committee's recommendation to uphold the decision of the Purchasing and Contracts Manager to reject the protest of Belcorp due to lack of merit and with the Committee's recommendation to refund Belcorp's appeal bond in the amount of \$5,000.

c: Lisa Spriggs, Director Fiscal Services



**SEMINOLE COUNTY**

**Department of Fiscal Services  
Purchasing and Contracts Division**

1101 East First Street

Room 3208

Sanford, FL 32771

Phone: 407-665-7128; Fax: 407-665-7956

**MEMORANDUM**

12/22/2006

**TO: Cynthia Coto, County Manager**

**FROM: Bill Johnson, ext. 7128**

**Via: Lisa Spriggs, Fiscal Services Director**

**Reference: Administrative Code, Section VII, Section 22.238**

**Subject: RFP-600083-06/GMG – Term Contract for Clean and Vegetative Wood Waste Processing - Bid Protest Advisory Appeal Committee Recommendation.**

In accordance with the Seminole County Administrative Code, Section VII, Section 22.238, an Advisory Appeal Committee comprised of David Gregory (Solid Waste Manager); Bill Johnson (Senior Contracts Analyst) and Kathy Moore (MSBU Program Manager) listened to the bid protest offered by Mr. Bell of Belcorp, Inc. and considered information provided by County staff concerning the RFP review.

Please review the attached letter and recommendation from the Appeal Advisory Committee. The above mentioned policy states that the County Manager shall render a final decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it is presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be final and conclusive administrative action.

Staff Contact: Bill Johnson

Extension: 7128



December 21, 2006

Subject: RFP-600083-06/GMG – Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County.

Dear Ms. Coto:

This letter is to inform you of the recent protest hearing with regard to the above referenced procurement. There were two meetings held on the dates of December 12, 2006 and December 19, 2006 with the complainant, Mr. Tom Bell of Belcorp, Inc.

In accordance with the Seminole County Administrative Code, Section VII, Section 22.238, an Advisory Appeal Committee comprised of David Gregory (Solid Waste Manager); Bill Johnson (Senior Contracts Analyst) and Kathy Moore (MSBU Program Manager) listened to the protest offered by Mr. Bell and considered information provided by County staff concerning the RFP review. The Advisory Appeals Committee recommends upholding the decision of the Purchasing & Contracts Manager to reject the protest of Belcorp. Following is a statement describing the Committee's rationale for its decision.

The scope of services and evaluation criteria outlined in the solicitation stated that Seminole County sought a qualified contractor to process and provide off-site beneficial reuse of clean wood waste and vegetative waste received by the County's Solid Waste Management operations. The proposal submitted by Belcorp did not sufficiently address the original requirements stated in the RFP. Specifically, the off-site beneficial reuse aspect of the proposal did not meet the level of intent and expectation specified in the RFP criteria. The Belcorp proposal provided limited commitment to actions relative to off-site beneficial reuse. Belcorp stated that the company intended to send some of the mulch material to off-site landfills where the material presumably would be used as landfill cover.

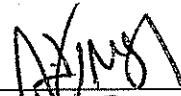
The recommended firm, Consolidated Resource Recovery, Inc. (CRR), submitted a proposal that included a commitment letter from the Wheelabrator Ridge Energy, Inc. to accept processed wood waste from Seminole County's landfill. Note that the Florida Department of Environmental Protection (FDEP) allows some recycling credit for mulch material burned as fuel in a power plant, but FDEP does not allow recycling credit for mulch used as landfill cover. Also, CRR's proposal included providing a full-time spotter at the County's yard waste area to assure quality control of the mulch product produced.



The recommendation of award to CRR was based upon the company offering the best overall value as stated within the evaluation criteria in the solicitation. Belcorp did provide a lower price proposal than CRR (\$997,400.00 to \$1,090,000.00), but the evaluation of Belcorp's off-site beneficial reuse and operational plan did not equate to best overall value for Seminole County. The ability of CRR to transport processed wood waste to Wheelabrator Ridge Energy for off-site recycling as well as the firm presenting a better approach to necessary personal and equipment lead the review committee to decide that CRR's proposal offered a better overall value to the County.

Based upon the review of the RFP documentation as well as the appeal statements submitted by Mr. Bell, the Advisory Appeal Committee recommends to uphold the decision of the Purchasing & Contracts Manager to reject the protest of Belcorp due to lack of merit. The Advisory Appeal Committee also recommends that Seminole County refund Belcorp the appeal bond in the amount of \$5,000.00 which was required upon notice of appeal, in accordance with Section 22.238, Paragraph 10.

Advisory Appeal Committee:

  
\_\_\_\_\_  
David Gregory, Solid Waste Manager

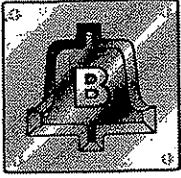
  
\_\_\_\_\_  
Bill Johnson, Senior Contracts Analyst

  
\_\_\_\_\_  
Kathy Moore, MSBU Program Manager

cc: William T. Bell, Belcorp, Inc.  
Ann Colby, Assistant County Attorney  
Ray Hooper, Purchasing and Contracts Manager  
Edward R. Lee, Consolidated Resource Recovery

Attachment (1): Appeal letter from Belcorp, Inc.  
Attachment (2): Appeal response from Ray Hooper, Purchasing and Contracts Manager.  
Attachment (3): Seminole County Code 22.238, Protests.





# BELCORP, INC.

11530 Philips Highway - Jacksonville, FL 32256  
PHONE: (904) 268-1236 - FAX: (904) 268-7722

November 6, 2006

Seminole County  
Purchasing Division  
Ms. Gloria M. Garcia, CPPB  
Senior Procurement Specialist  
1101 E. 1<sup>st</sup> Street, Room 3208  
Sanford, FL 32208

RE: RFP-600083-06/GMG  
Term Contract of Clean and Vegetative Wood Waste  
Processing Services for Seminole County

Dear Ms. Garcia:

Belcorp, Inc. respectfully requests the acceptance of this letter as our formal protest submission regarding the above referenced RFP. We request redress to the decision of the Evaluation Committee's recommendation to award this proposal to Consolidated Resource Recovery.

Our protest is based on the grounds that the committee did not adhere to the spirit of the RFP process, specifically the section entitled "Selection Process and Award" on page 6 of RFP-600083-06/GMG. Paragraph 2 reads in part, "The County anticipates award to the Proposer who submits the proposal judged by the County to be the most advantageous and offers the best value to the County." There is no advantage to selecting Consolidated Resource Recovery over Belcorp, Inc. as the equipment and process used to achieve the goals of the RFP, and destination of processed material is the same for both companies. The experience is equal. It is the overall evaluation of 100%, (note attached tabulation sheet and evaluation criteria), and bottom line pricing that makes Belcorp, Inc. the best value to the County.

Belcorp, Inc. respectfully awaits your decision.

Sincerely,

William T. Bell, Jr.  
President

cc: Consolidated Resource Recovery



**SEMINOLE COUNTY**

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**Department of Fiscal Services  
Purchasing and Contracts Division**

1101 East First Street, Room 3208  
Sanford, FL 32771  
Phone: 407-665-7116; Fax: 407-665-7956

FAX: (904) 268-7722

November 9, 2006

Mr. William T. Bell, Jr.  
Belcorp, Inc.  
11530 Philips Highway  
Jacksonville, Florida 32256

**Subject: RFP-600083-06/GMG – Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County.**

Dear Mr. Bell:

This is in response to your protest letter dated November 6, 2006, concerning the subject procurement. In accordance to Section 22.238 of the Seminole County Administrative Code, the following is the Purchasing and Contracts Manager's comments and decision concerning your protest:

- The RFP award criteria were based upon best value utilizing the stated evaluation criteria listed in the solicitation of Corporate Qualification, Processing Plan, Off-Site Beneficial Reuse/Recycling Plan and Price. Although your price was rated as acceptable, the evaluation team did not judge your proposal to be the overall best value based upon all the evaluation factors listed in the solicitation. Attachment (a) is a summary of the scores as a result of using all these evaluation factors by the evaluation team.
- The Proposers were requested to identify beneficial end-use markers for the mulch. As part of their proposal, Consolidated Resource Recovery, Inc. (CRR) offered a better off-site beneficial reuse and recycling plan to market the end-use to Wheelabrator Ridge Energy Generating Station located in Auburndale, Florida for use as Boiler Fuel to generate electricity; therefore making their proposed plan an overall better value. Wheelabrator is considered a beneficial reuse by Florida Department of Environmental Protection (FDEP). Belcorp, Inc., offered to market some material as potting soil with other material being land filled in Volusia County. Landfill disposal, even as daily cover, is not considered beneficial reuse by FDEP.

- In addition, the evaluation team indicated that additional benefits from CRR in the area of the Operational Plan, Experience, Equipment and Personnel which makes this proposal to be judged the overall best value for the County.

Based upon the above, I find that the decision and justification to recommend award to CRR is proper and in accordance with the award criteria listed in the solicitation. Therefore, it is my decision to reject your protest due to the lack of merit. You may appeal this decision in accordance with Section 22.238 of the Seminole County Code.

If you have any questions or need further assistance, please contact my office at 407-665-7111.

Sincerely,

Ray Hooper, CPCM  
Purchasing and Contracts Manager

cc: Cindy Coto, County Manager  
Ann Colby, Assistant County Attorney  
Lisa Spriggs, Fiscal Services Director  
CRR, Sarasota, FL (Fax: 941-751-6942).

Attachment (1): Summary tab of the evaluation scores.  
Attachment (2): Seminole County Code, Section 22.238, Protests.

**RFP-600083-06/GMG**  
**Term Contract for Clean and Vegetative Wood Waste Processing Services for Seminole County**

	<b>Evaluator #1</b>	<b>Evaluator #2</b>	<b>Evaluator #3</b>	<b>Evaluator #4</b>	<b>Ranking</b>
<b>Belcorp, Inc.</b>	A (2)	M (1)	M (1)	A (2)	6
<b>Consolidated Resource Recovery, Inc.</b>	HA (3)	HA (3)	HA (3)	HA (3)	12

**Evaluation Key:**  
 Highly Acceptable = 3  
 Acceptable = 2  
 Marginal = 1  
 Unsatisfactory = 0

**Evaluators:**  
 Evaluator #1 – Bob Briggs, Finance Manager, Environmental Services Department  
 Evaluator #2 – John Cirello, Director, Environmental Services Department  
 Evaluator #3 – Don Fisher, Deputy County Manager  
 Evaluator #4 – David Gregory, Manager, Environmental Services Department  
 Evaluator #5 – Greg Regan, Senior Coordinator, Environmental Services Department

**22.237. FINALITY OF DECISION.** The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings pursuant to Section 330.41, Florida Statutes, within thirty (30) business days after the date of notification.

## **VII PROTESTS, APPEALS AND REMEDIES**

### **22.238 PROTESTS.**

(1) **Right to Protest:** Only bidders that submit proposals are eligible to submit a protest.

(2) **Posting:** The Purchasing and Contracts Division shall post a recommendation of award at the location where bids or proposals were or on the County's website.

(3) **Protest Submission:** A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the posting date of the award recommendation, unless the aggrieved person did not know or could not, with the exercise of diligence, have known of the facts giving rise to the protest prior to any of the aforementioned events. The aggrieved person has the burden to show he or she did not know and could not, with the exercise of diligence, have known of the facts giving rise to the protest. The bidder, offeror or contractor has the responsibility to contact the County and request the award recommendation results. Failure to contact the County for the award recommendation results to determine if a bid protest is warranted is considered lack of due diligence and a protest received after the five (5) business days specified will not be considered.

(4) The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.

(5) **Receipt of Protest:** A formal written protest is considered filed with the County when it is received by the Purchasing and Contracts Division. Accordingly, a protest is not timely filed unless it is received by the Purchasing and Contracts Division within the times specified in item (c). Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(6) **General:** These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to

influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with the Seminole County Purchasing Code and the Seminole County Administrative Code applicable to Purchasing. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or RFP.

(7) Stay of Procurements During Protests: In the event of a timely protest under this Section, the Purchasing and Contracts Manager shall not proceed further with the solicitation or award of the contract until a written determination is made by the Purchasing and Contracts Manager and approved by the County Manager or until the County Manager makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the County.

(8) Authority to Resolve: The Purchasing and Contracts Manager shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision to the protesting party within thirty (30) business days from the date of receipt of the protest.

(9) Appeal Process: The Purchasing and Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Manager with an Appeal Bond. An advisory appeal committee, comprised of two members of the Fiscal Service Department, other than the Purchasing and Contracts Manager, appointed by the Fiscal Services Director and the user Department Director or Division Manager, shall have the authority to review the appeal and make recommendations to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within thirty (30) business days from the date of the written notice of appeal. The formal rules of civil procedure and evidence will not be applied. The Appeal Committee shall render a final written recommendation to the County Manager. The County Manager shall render his or her final written decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

(10) Appeal Bond: Any person who files an action appealing a decision shall post with the Purchasing and Contracts Manager at the time of filing the formal written appeal a bond payable to the County in an amount equal to five percent (5%) of the County's estimate of the total contract value or *FIVE THOUSAND AND NO/100 DOLLARS* (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the County may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the County prevails, it shall

recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person appealing the decision, the bond, cashiers check, or money order shall be returned to him. If the person appealing the decision prevails, he shall recover from the County all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

(11) **Reservation of Powers to Settle Actions Pending before the Courts:** Nothing in this Section is intended to affect the existing powers of the Board to settle actions pending before the Courts.

**22.239 CONTRACT CLAIMS.**

(1) **Decision of the Purchasing and Contracts Manager:** All claims by a contractor against the County relating to a contract shall be submitted in writing to the Purchasing and Contracts Manager for a decision. Claims include, without limitation, controversies arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) **Notice to the Contractor of the Purchasing and Contract Manager's Decision:** The decision of the Purchasing and Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

(3) **Finality of Purchasing and Contracts Manager's Decision; Contractor's Right to Appeal:** The Purchasing and Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Purchasing and Contracts Division with an appeal bond.

(4) **Render Timely Decision:** The Purchasing and Contracts Manager with concurrence of the County Attorney shall issue a written decision regarding any contract controversy within sixty (60) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.

(5) **Appeal Process:** Any person aggrieved by the decision of the Purchasing and Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Purchasing and Contracts Manager with an appeal bond. An advisory appeal committee, comprised of the Purchasing and Contracts Manager or designee and the user Department Director or Division Manager, shall have the authority to review the protest and render a written recommendation to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Manager should be modified. The Appeal Committee shall render a written recommendation within sixty (60) business days from the date of the written notice of

appeal and the County Manager shall render a final decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

**22.240 RIGHT TO PROTEST AWARD OF CERTAIN CONTRACTS AWARDED BY THE BOARD.**

(1) This Section is applicable solely to protests filed by a recommended vendor after the award of a contract by the Board of County Commissioners was to other than that recommended vendor.

(2) Upon receipt of the written notice of protest, the Purchasing and Contracts Manager shall schedule a hearing before the Board of County Commissioners. The aggrieved person shall be given an opportunity to show why the award of contract by the Board of County Commissioners should be modified.

(3) The decision of the Board of County Commissioners shall be the final and conclusive administrative action.

**VIII PURCHASING CARD**

**22.241 METHOD OF OPERATION.** The following are the County's operational policies governing procurement cards:

(1) **Cardholder Spending Limits:**

(a) The delegation of purchasing authority that the card provides to each cardholder sets the maximum dollar credit limit amount per month. Each time a cardholder makes a purchase with the card, the limit will be checked, and the authorization request will be declined should the purchase amount exceed the available credit amount. The maximum credit limit amount is set at TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and cannot be exceeded without the express approval of the County Manager. Each cardholder's credit limit is recommended by the cardholder's supervisor on the "Purchase Card Request Form" and must be approved by the cardholder's Department Director and by the Purchasing Card Program Manager. Requests for a credit limit exceeding TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) must be justified in writing and approved by the County Manager prior to submission to the Purchasing Card Program Manager.

(b) The County's single item purchase limit for goods and services are set to a maximum of \$750.00. This purchase limit for goods and services may not be exceeded without the approval of the County Manager.