

32. Award IFB-3090-04/BJC – Term Contract for Solid Waste and Recycling Services, to ONYX Waste Services Southeast, Apopka.

IFB-3090-04/BJC will provide for Solid Waste and Recycling Services in accordance with the solicitation. The County's objective is to reduce its total solid waste output through recycling. The bulk of this material consists of mixed office papers, cardboard, newspaper and other commingled containers (aluminum cans, glass and plastic bottles).

The Contractor shall provide solid waste and recycling services on a routine basis (weekly or as required to meet routine site requirements), with special collections as needed, or one-time requirements.

The project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Review Committee which consisted of Melonie Lung, Support Services Division Manager; Colleen Puglisi, Senior Coordinator/Solid Waste Division and Angi Thompson, Support Services Division, reviewed the responses and recommends award of the contract to the lowest responsible, responsive bidder, ONYX Waste Services Southeast, Apopka. Consideration was given to proposed rates, qualifications, past performance and related experience. The estimated annual usage of the contract is \$45,000.00.

This agreement shall take effect on the date of its execution by the County and shall run for an initial period of two (2) years and, at the sole option of the County, may be renewed for two (2) successive periods not to exceed one (1) year each. 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 on an as-needed basis and as directed by the County Project Manager.

Administrative Services/Support Services Division, Environmental Services/Solid Waste Division and Fiscal Services/Purchasing and Contracts Division recommends the Board to award the project and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the IFB documents.

**B.C.C. - SEMINOLE COUNTY, FL
 BID TABULATION SHEET**

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: IFB-3090-04/BJC
 BID TITLE: Term Contract for Solid Waste and Recycling Services
 OPENING DATE: June 2, 2004 at 2:00 P.M.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	ONYX Waste Services Southeast 1964 S. Orange Blossom Trail Apopka, Florida 32703 (407) 464-0664 – Phone (407) 464-0488 – Fax Ronald Tudor	Waste Pro of Florida, Inc. PO Box 6862 Longwood, Florida 32791 (407) 869-8800 – Phone (407) 786-0800 – Fax Robert J. Hyres	DisposALL, Inc. PO Box 608883 Orlando, Florida 32860-8883 (407) 389-8000 – Phone (407) 862-1887 – Fax Gregory P. Gerjel	Florida Recycling Services, Inc. 1099 Miller Drive Altamonte Springs, Florida 32701 (407) 831-1539 – Phone (407) 831-3054 – Fax Dave Eberlin
Solid Waste Services: Annual Subtotal for Group I – General Fund	\$26,038.71	\$27,682.73	\$36,702.99	\$48,971.26
Solid Waste Services: Annual Subtotal for Group II – Public Safety	\$6,041.91	\$7,737.88	\$8,641.99	\$11,522.65
Solid Waste Services: Annual Subtotal for Group III – Water and Wastewater	\$6,801.56	\$5,330.06	\$7,913.51	\$10,562.43
Annual cost for Recycling Services	\$5,992.03	\$8,213.84	\$13,659.24	\$14,403.31
Total annual amount of Bid	\$44,874.21 (Revised)	\$48,964.51 (Revised)	\$66,917.73 (Revised)	\$85,459.65
Reference Information	Included	Included	Not included	Included
Conflict of Interest Statement	Pending	Included	Included	Included
Compliance with Public Records Law	Included	Included	Included	included
Bidder's Certification	Included	Included	Included	Included

Tabulated by: Betsy J. Cohen (Posted 6/03/2004 @ 11:30AM)
 Recommendation of Award: TBD

**SOLID WASTE AND RECYCLING SERVICES FOR COUNTY FACILITIES
TERM AGREEMENT (IFB-3090-04/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ONYX WASTE SERVICES SOUTHEAST**, duly authorized to conduct business in the State of Florida, whose address is 1964 S. Orange Blossom Trail, Apopka, Florida 32703, 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 solid waste and recycling services for Seminole County facilities; 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 solid waste and recycling services 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 solid waste and recycling services. 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. The COUNTY may amend the scope of services at its discretion with said changes to be authorized by the COUNTY's designated Contract Representative.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of two (2) 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 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 "E". Each Purchase Order shall describe the services 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 be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement based on Exhibits "A" - "D" Rate Schedule. Compensation may be subject to an annual increase not to exceed three percent (3%) of the previous year's maximum compensation upon thirty (30) days written notice to the COUNTY by the CONTRACTOR prior to the expiration of each year of the Agreement.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all services 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 issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the 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. CONTRACTOR shall submit four (4) separate monthly invoices to the COUNTY as follows.

(1) Solid Waste Services provided at all other COUNTY locations as depicted on Exhibit "A".

(2) Solid Waste services provided at Fire Stations as listed on Exhibit "B" attached hereto.

(3) Solid Waste services provided at Water and Waste Water Treatment Facilities as listed on Exhibit "C" attached hereto.

(4) Recycling services countywide as depicted on Exhibit "D".

(d) Each monthly invoice shall contain the following information:

(1) applicable Purchase Order ("PO") numbers;

(2) facility name and address for each location serviced;

(3) container size and type; number of weekly pickups and day of pickups;

(4) price per pickup;

(5) total price for all locations;

(6) estimated total tons collected (recycling only); and

(7) applicable deductions for that month (prior to billing,

Contract Administrator will provide a list of any documented incidents requiring deduction).

The original invoices shall be sent to:

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

A duplicate copy of each invoice shall be sent to:

Seminole County Administrativer Services
200 W. County Home Rd.
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.

(a) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services 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.

(b) All dumpsters shall be internally sprayed with a germicidal and deodorizing spray each time emptied. COUNTY Representative will perform checks to verify compliance with this requirement. Failure to comply, as documented by the designated COUNTY Contract Representative, will result in a reduction in payment of \$25.00 per documented incident.

(c) The COUNTY Contract Administrator shall notify the CONTRACTOR immediately upon report of missed pickup. Reports provided to the CONTRACTOR by 12:00 p.m. (noon) must be picked up by 5:00 p.m. the same day. Reports received after 12:00 p.m. (noon) must be picked up by 12:00 p.m. (noon) the following day. Any failure to meet these requirements will result in a \$25.00 deduction per incident.

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 individ-

ual, 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 disapprove 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 (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County 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 ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR 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 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 COUNTY 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 compensation, 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:

Administrative Services
200 W. County Home Rd.
Sanford, FL 32773

FOR CONTRACTOR:

Onyx Waste Services Southeast
1964 S. Orange Blossom Trail
Apopka, FL 32703

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.

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

ATTEST:

ONYX WASTE SERVICES SOUTHEAST

Secretary

By: _____
President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
6/21/04
ifb-3090

Attachments:

- Exhibit "A" - Solid Waste Services (General Fund Locations)
- Exhibit "B" - Solid Waste Services (Public Safety Locations)
- Exhibit "C" - Solid Waste Services (Water and Wastewater Facilities)
- Exhibit "D" - Recycling Services (General Fund Locations)
- Exhibit "E" - Sample Purchase Order

Section 4 -
Scope of Services and Price Submittal

PROJECT: Term Contract for Solid Waste and Recycling Services

COUNTY CONTRACT NO. IFB-3090-04/BJC

Name of Bidder: ONYX WASTE SERVICES SOUTHEAST, INC.

Mailing Address: 1964 S ORANGE BLOSSOM TRAIL

Street Address: 1964 S ORANGE BLOSSOM TRAIL

City/State/Zip: APOPKA FL 32703

Phone Number: (407) 464-0664

FAX Number: (407) 464-0488

Contractor's Representative for this Account: JIM FOUNTAIN

FAX Number (if different from above): SAA

Phone Number for during normal working hours (if different from above): SAA

Phone Number for after normal working hours (if different from above): 407-467-9288

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the delivery of goods/services, hereby proposes and agrees to deliver and to provide and furnish Solid Waste and Recycling Services in strict conformity with Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid 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 the Insurance Certificates.

PART I – SOLID WASTE SERVICES:

Subtotal Group I – General Fund: \$ ~~26,052.00~~ 26,032.71
Subtotal Group II – Public Safety: \$ ~~6,048.00~~ 6,041.91
Subtotal Group III – Water and Wastewater: \$ ~~6,840.00~~ 6,801.56

Total Amount of Bid for Part I: \$ ~~38,940.00~~ 38,882.18

PART II – RECYCLING SERVICES:

Total Amount of Bid for Part II: \$ ~~6,000.00~~ 5,992.03

TOTAL AMOUNT OF BID (PART I AND PART II): \$ ~~44,940.00~~ 44,874.21

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 26th day of May, 2004.

ONYX WASTE SERVICES SOUTHEAST
(Name of BIDDER)

Ronald L. Tudor
(Signature of person signing FORM)

RONALD TUDER
(Printed name of person signing FORM)

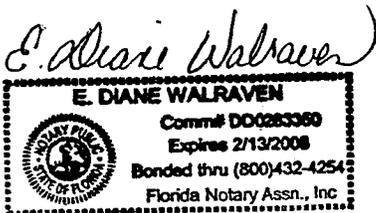


EXHIBIT A

SOLID WASTE SERVICES (GENERAL FUND LOCATIONS)

	Location	Address	# of Cont	Size (yards)	# of P/U	P/U Day	\$ per P/U	\$ Per Week	\$ per Month	\$ per Year
1	Big Tree Park	761 General Hutchinson Parkway Longwood, FL 32750	1	4	1	TUE	9.69	9.69	42.00	504.00
2	Bookertown Park	4640 Richard Allen Street Sanford, FL 32771	1	4	1	TUE	9.69	9.69	42.00	504.00
3	C.S. Lee Park	4600 East State Road 46 Geneva, FL 32732	1	4	1	WED	9.69	9.69	42.00	504.00
4	Cameron Wight Park	5502 Old Geneva Road Sanford, FL 32771	1	4	1	WED	9.69	9.69	42.00	504.00
5a	Central Branch Library	215 N. Oxford Road Casselberry, FL 32707	1	2	3	MWF	15.01 5.00	15.01	65.00	780.00
5b	Central Branch Library	215 N. Oxford Road Casselberry, FL 32707	1	2	3	MWF	15.01 5.00	15.01	65.00	780.00
6	East Branch Library	310 Division Street Oviedo, FL 32765	1	4	2	TF	21.93 10.96	21.93	95.00	1140.00
7	Environmental Studies Ctr	2985 Osprey Trail Longwood, FL 32750	1	4	1	TUE	9.69	9.69	42.00	504.00
8	Greenwood Lakes Park	660 Greenway Boulevard Lake Mary, FL 32746	1	4	1	TUE	9.69	9.69	42.00	504.00
9	Lake Jesup Park	5951 S. Sanford Avenue Sanford, FL 32771	1	4	1	TUE	9.69	9.69	42.00	504.00
10	Lake Mills Park	1301 Tropical Avenue Chuluota, FL 32766	1	8	2	TF	38.10 19.05	38.10	165.00	1980.00
11	Lake Monroe Wayside Park	4150 Northwest US Highway 17/92 Sanford, FL 32771	1	4	1	TUE	9.69	9.69	42.00	504.00
12	Midway Park	2045 Hurston Avenue Sanford, FL 32771	1	4	1	WED	9.69	9.69	42.00	504.00
13	Mullet Lake Park	2368 Mullet Lake Road Geneva, FL 32732	1	8	1	WED	20.78	20.78	90.00	1080.00
14	Northwest Branch Library	580 Greenway Boulevard Lake Mary, FL 32746	1	4	1	TUE	9.69	9.69	42.00	504.00
15a	Red Bug Park	3600 Red Bug Lake Road Casselberry, FL 32707	1	8	2	TF	38.10 19.05	38.10	165.00	1980.00
15b	Red Bug Park	3600 Red Bug Lake Road Casselberry, FL 32707	1	8	2	TF	38.10 19.05	38.10	165.00	1980.00
16	Sanlando Park	401 West Highland Street Altamonte Springs, FL 32714	1	8	2	TF	38.10 19.05	38.10	165.00	1980.00
17a	Softball Complex	264 West North Street Altamonte Springs, FL 32714	1	8	2	TF	38.10 19.05	38.10	165.00	1980.00
17b	Softball Complex	264 West North Street Altamonte Springs, FL 32714	1	4	2	TF	21.93 10.96	21.93	95.00	1140.00
18	Soldier's Creek Park	2400 State Road 419 Longwood, FL 32750	1	6	2	TF	30.02 15.01	30.02	130.00	1560.00
19	Sunland Park	180 Collins Drive Sanford, FL 32771	1	4	1	TUE	9.69	9.69	42.00	504.00
20a	Sylvan Lake Park	845 Markham Road Sanford, FL 32771	1	8	2	TF	38.10 19.05	38.10	165.00	1980.00
20b	Sylvan Lake Park	845 Markham Road Sanford, FL 32771	1	4	1	FRI	9.69	9.69	42.00	504.00
21	West Branch Library	245 North Hunt Club Boulevard Longwood, FL 32779	1	4	2	TF	21.93 10.96	21.93	95.00	1140.00
22	Winwood Park	931 Morse Street Altamonte Springs, FL 32701	1	4	1	TUE	9.69	9.69	42.00	504.00
	General Fund Total						501.18	501.18	2171.00	26052.00

318.94 501.13 2,162.89 26,038.71

EXHIBIT B

SOLID WASTE SERVICES (PUBLIC SAFETY LOCATIONS)

	Location	Address	# of Cont	Size (yards)	# of P/U	P/U Day	\$ per P/U	\$ Per Week	\$ per Month	\$ per Year
1	Fire Station #12	325 Douglas Avenue Altamonte Springs, FL	1	4	1	TUE	9.69	9.69	42.00	504.00
2	Fire Station #13	1240 Hwy 436 W. Forest City, FL	1	4	1	WED	9.69	9.69	42.00	504.00
3	Fire Station #16	930 Wekiva Springs Longwood, FL	1	4	1	TH	9.69	9.69	42.00	504.00
4	Fire Station #22	7122 Hwy 17-92 South Casselberry, FL	1	4	1	TUE	9.69	9.69	42.00	504.00
5	Fire Station #23	4810 Howell Branch Road Casselberry, FL	1	4	1	TUE	9.69	9.69	42.00	504.00
6	Fire Station #34	4905 Wayside Drive Sanford, FL	1	4	1	TUE	9.69	9.69	42.00	504.00
7	Fire Station #36	6200 Lake Mary Boulevard Lake Mary, FL	1	4	1	TUE	9.69	9.69	42.00	504.00
8	Fire Station #41	3355 SR 46 East Sanford, FL	1	4	1	WED	9.69	9.69	42.00	504.00
9	Fire Station #42	320 SR46 East Geneva, FL	1	4	1	WED	9.69	9.69	42.00	504.00
10	Fire Station #43	110 Seventh Street Chuluota, FL	1	4	1	WED	9.69	9.69	42.00	504.00
11	Fire Station #27	5280 Red Bug Lake Road Winter Springs, FL	1	4	1	WED	9.69	9.69	42.00	504.00
12	Training Facility	201 Valentine Way Longwood, FL	1	4	1	TUE	9.69	9.69	42.00	504.00
	Public Safety Total						116.28	116.28	504.00	6048.00

503.49 6041.91

EXHIBIT C

SOLID WASTE SERVICES (WATER AND WASTEWATER FACILITIES)

	Location	Address	# of Cont	Size (yards)	# of P/U	P/U Day	\$ per P/U	\$ Per Week	\$ per Month	\$ per Year
1	Greenwood Lakes Wastewater Treatment Facility (GLWWTF)	701 Greenway Boulevard Lake Mary, FL 32746	1	4	2	TF	12.52 25.04	25.04	110.00	1320.00
2	Southeast Regional Water Treatment Plant (SERWTP)	3300 Dike Road Winter Park, FL 32792	1	8	2	TF	25.48 50.80	50.80	220.00	2640.00
3	Lynwood Water Treatment Plant	1003 Jerome Way Apopka, FL 32703	1	2	2	TF	12.52 25.04	25.04	110.00	1320.00
4	Yankee Lake Water Reclamation Facility (aka Northwest Regional)	501 Yankee Lake Road Sanford, FL 32771	2	4	2	TF	15.81 30.82	30.02	130.00	1560.00
Water and Wastewater Total							130.90	130.90	570.00	6840.00

65.48

566.00 6,801.56

EXHIBIT D

RECYCLING SERVICES (GENERAL FUND LOCATIONS)

	Location	Address	Materials to be Recycled	# of Cont	Size (yards)	# of P/U	P/U Day	\$ per P/U	\$ Per Week	\$ per Month	\$ per Year
1	Animal Services	232 Bush Boulevard Sanford, FL 32773	Fiber Stream	1	90	1	WED	3.46	3.46	15.00	180.00
2	Big Tree Park	761 General Hutchinson Parkway Longwood, FL 32750	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
3	Bookertown Park	4640 Richard Allen Street Sanford, FL 32771	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
4	C.S. Lee Park	4600 East Stale Road 46 Geneva, FL 32732	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
5	Cameron Wright Park	5502 Old Geneva Road Sanford, FL 32771	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
6	Central Branch Library	215 N. Oxford Road Casselberry, FL 32707	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
7	Central Transfer Station	1950 SR 419 Longwood, FL 32750	Fiber Stream	2	90	1	WED	4.61	4.61	20.00	240.00
8	Communications Maintenance	312 Bush Boulevard Sanford, FL 32773	Fiber Stream	1	90	1	WED	3.46	3.46	15.00	180.00
9	County Courthouse	301 N. Park Avenue Sanford, FL 32771	Both	4	90	1	WED	6.93	6.93	30.00	360.00
10	County Services Building	1101 E. First Street Sanford, FL 32771	Both	4	90	1	WED	6.93	6.93	30.00	360.00
11	East Branch Library	310 Division Street Oviedo, FL 32765	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
12	Environmental Studies Center	2985 Osprey Trail Longwood, FL 32750	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
13	Facilities Maintenance	205 W. County Home Road Sanford, FL 32773	Fiber Stream	1	90	1	WED	3.46	3.46	15.00	180.00
14	Fleet Services (dispatch)	137 Bush Loop Sanford, FL 32771	Fiber Stream	1	90	1	WED	3.46	3.46	15.00	180.00
15	Greenwood Lakes Park	660 Greenway Boulevard Lake Mary, FL 32746	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
16	Health Department	400 W. Airport Boulevard Sanford, FL 32771	Fiber Stream	2	90	1	WED	4.61	4.61	20.00	240.00
17	Juvenile Justice Center	190 Bush Boulevard Sanford, FL 32771	Fiber Stream	1	90	1	WED	3.46	3.46	15.00	180.00
18	Lake Jesup Park	5951 S. Sanford Avenue Sanford, FL 32771	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
19	Lake Mills Park	1301 Tropical Avenue Chuluota, FL 32766	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
20	Lake Monroe Wayside Park	4150 Northwest US Highway 1792	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
21	Midway Park	2045 Hurston Avenue Sanford, FL 32771	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
22	Mullet Lake Park	2368 Mullet Lake Road Geneva, FL 32732	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
23	North Branch Library	150 N. Palmetto Avenue Sanford, FL 32771	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
24	Northwest Branch Library	580 Greenway Boulevard Lake Mary, FL 32746	Commingled Container Stream	1	90	1	WED	3.46	3.46	15.00	180.00
25	Red Bug Park	3600 Red Bug Lake Road Casselberry, FL 32707	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
26	Roads Division	149 Bush Loop Sanford, FL 32773	Fiber Stream	1	90	1	WED	3.46	3.46	15.00	180.00
27	Sanlando Park	401 West Highland Street Altamonte Springs, FL 32714	Commingled Container Stream	2	90	1	WED	4.61	4.61	20.00	240.00
28	Sheriff/Public Safety Building	100-300 Bush Boulevard Sanford, FL 32773	Both	2	90	1	WED	4.61	4.61	20.00	240.00

Recycle Total

115.32 115.32 ~~600.00~~ ~~6000.00~~
499.34 5,992.03

TAX EXEMPTION NUMBERS
 FLORIDA SALES: 69-11-033935-53C
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

P.O. NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFER TO THIS PURCHASE ORDER NUMBER.

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SAMPLE PURCHASE ORDER

VENDOR PHONE #

- TYPE OF ORDER
- ORDER DATE
- REQ. NUMBER
- BUYER
- BID NUMBER
- VENDOR NUMBER
- DEPT/DIV COST CENTER
- PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
 FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #32
 SANFORD, FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

TERMS NO. OF CALENDAR DAYS FOR DELIVERY A.R.O. WARRANTY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
EXHIBIT "B"					
SAMPLE PURCHASE ORDER					

REQUESTING DEPT/DIV CONTACT PERSON TOTAL AMOUNT \$

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID, F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE. C.O.D. SHIPMENTS CANNOT BE ACCEPTED. 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 6080

SAMPLE PURCHASE ORDER