

## **INVITATION FOR BID**

**17. Award IFB-3117-05/LJS – Term Contract for Solid Leachate Hauling Services for Environmental Services Department, to Shelley's Environmental Systems, Zellwood (Term Contract).**

IFB-3117-05/LJS will provide for all labor, materials, equipment, fuel, coordination and incidentals necessary to transport leachate for the Environmental Services Department. The Contractor will haul leachate from the Osceola Road Landfill to the Yankee Lake Waste-Water Treatment Plant (WWTP) on an as needed basis. The County currently hauls approximately 40,000 gallons per day.

The project was publicly advertised and the County received three (3) submittals in response to the solicitation. The Review Committee which consisted of David Gregory, Environmental Services and Gary Heath, Environmental Services Department, Greg Regan Environmental Services Department reviewed the responses and recommends award to the most responsible, responsive low Bidder, Shelley's Environmental Systems, Zellwood. The evaluation was based on the proposed cost to the County and the ability/capability of the firm to provide required services.

The County will compensate the Contractor \$0.032 fee per gallon and authorization for performance of services by the selected 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.

The agreement shall take effect on the date of its execution by the County and shall run for an initial period of three (3) years with two (2) one (1) year renewal options. The estimated contract value for three years is \$ 1,401,600.000.

Environmental Services Department/Solid Waste Division and Fiscal Services/Purchasing and Contracts Division recommend 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**

BID NUMBER: IFB-3117-05/LJS

BID TITLE: Term Contract for Solid Leachate Hauling Services

OPENING DATE: June 1, 2005 at 2:00 P.M.

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.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Shelley's Environmental Systems PO Box 249 Zellwood, Florida 32798-0249  (407) 889-8042 – Phone (407) 889-4408 – Fax David Shelley, Jr	C & w Logistics, Inc. 703 Hennis Road Winter Garden, Florida 34787  (407) 877-2600 – Phone (407) 877-7064 – Fax Kris Creeden	T. Wayne Hill Trucking, Inc. 595 West Summerlin Street Bartow, Florida 33830  (863) 519-6677 – Phone (863) 519-6686 – Fax T. Wayne Hill
Price per Gallon	\$0.032	\$0.050	\$0.060
Past Performance Information	Included	Included	Included
Conflict of Interest Statement	Included	Included	Included
Compliance with Public Records Law	Included	Included	Included
Bidder's Certification	Included	Included	Included

Tabulated by: Betsy J. Cohen, Purchasing Supervisor (Posted 6/2/2005, 12:00 PM)  
Recommendation of Award: TBD

**TERM CONTRACT FOR LEACHATE HAULING SERVICES (SOLID) (IFB-3117-05/LJS)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SHELLEY'S ENVIRONMENTAL SYSTEMS**, duly authorized to conduct business in the State of Florida, whose address is 6506 W. Jones Avenue, Zellwood, Florida 32798, 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 leachate hauling services (solid) 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 leachate hauling services (solid) 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 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 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 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 annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the COUNTY for leachate hauling services (solid).

**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 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. 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, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice 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 the invoice shall be sent to:

Environmental Services Department  
500 W. Lake Mary Blvd.  
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 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.**

(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 55.1, "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 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 request-

ed, 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 Department  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**FOR CONTRACTOR:**

Shelley's Environmental Systems  
6506 W. Jones Avenue  
P.O. Box 249  
Zellwood, Florida 32798

**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.

SHELLEY'S ENVIRONMENTAL SYSTEMS

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

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  
7/12/05  
ifb-3117

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

## **Exhibit A**

### **Scope of Services**

The Contractor will be responsible for all labor, materials, equipment, fuel, coordination and incidentals necessary for seeking bids from qualified firms to transport leachate. These activities will augment the County's activities hauling leachate from the Osceola Road Landfill to the Yankee Lake Waste-Water Treatment Plant (WWTP). Bids are being solicited on a per gallon hauled basis (i.e., the payment per load hauled is dependant on the size of the tanker).

Laboratory analysis describing the leachate is attached. The leachate is not considered a hazardous material.

#### **Description of work:**

The transporter shall be able to provide services to transport between 20,000 and 100,000 gallons per day. Expected pumping rate is currently anticipated to be between 20,000 and 60,000 gallons per day. The County operated tanker currently hauls approximately 40,000 gallons per day. No minimum or maximum quantities are guaranteed, but annual pumping rates are indicated below:

1994 – 11.5 million gallons	1999 - 6 million gallons
1995 – 8.5 million gallons	2000 – 10 million gallons
1996 – 9.5 million gallons	2001 – 10.2 million gallons
1997 – 11.6 million gallons	2002 – 13.1 million gallons
1998 – 20 million gallons	2003 – 15.1 million gallons

Pumping rates can be influenced by seasonal and climactic conditions.

The contractor shall respond in a reasonable time (not to exceed two days) to provide additional transportation services as needed. Regular hauling schedules will be reviewed with the transporter on a regular basis (not less frequently than monthly).

The transporter will load out trucks at the landfill's leachate tank farm. The loads will be delivered to the Yankee Lake WWTP. At the WWTP, one 4-inch disposal port is available for unloading (i.e., trucks need to load and unload one at a time).

The Yankee Lake WWTP is approximately a 50 mile round-trip from the landfill. The transporter is expected to confirm the exact route and distance between the two facilities and all details affecting the contractor's performance of this work. The County's Greenwood Lakes WWTP is a designated secondary disposal facility under this bid.

Unloading at the Yankee Lake WWTP shall be between the hours of 7:30 AM and 6:00 PM seven days per week. The Landfill is open to the public between the hours of 7:30 AM and 5:30 PM. A security guard is on-sight at the landfill after hours. The transporter is expected to perform the work between the hours of 7:30 AM and 5:30 PM. Additional hours can be operated with the expressed, written consent of the County. Delivery schedules shall be worked out between the transporter and the County.

The gallons loaded onto each truck will be metered at the leachate tank farm and tracked on a truckload basis (i.e., a record will be kept by truckload).

The transporter shall supply the transportation fleet, drivers, and all necessary equipment and fuel to perform the required services in accordance to the Bid Documents.

The transporter shall employ only qualified experienced drivers and equipment conforming to current federal, state, and local standards.

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

Board of County Commissioners  
Seminole County, Florida

# ORDER

Page 1

## ORDER NUMBER:

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


PHONE	
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ADDRESS	
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ORDER TYPE	OP
REVISION DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

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	
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ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING DEPT/DM	TOTAL AMOUNT
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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>SUBMIT BID TO:</b>  Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771  <b>PURCHASING AND CONTRACTS DIVISION</b>	<b>INVITATION FOR BID</b>  and Bidder Acknowledgment
Contact: Lisa J. Spillman Procurement Analyst 407-665-7118 - Phone 407-665-7956 - Fax LSpillman@seminolecountyfl.gov	<b>IFB-3117-05/LJS</b> <b>Term Contract for (Solid)</b> <b>Leachate Hauling Services</b>
Bid Due Date: <b>June 1, 2005</b> Bid Due Time: <b>2:00 P.M.</b>	<b>Location of Public Opening:</b>  County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Bidder Name: <b>Shelley's Environmental Systems</b>	Federal Employer ID Number or SS Number: <b>50-2923707</b>
Mailing Address: <b>P.O. Box 249</b>	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: <b>Zellwood, Florida 32798</b>	
Type of Entity: (Circle one) <input checked="" type="radio"/> <b>Corporation</b> Partnership <input type="radio"/> Proprietorship      Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: <b>Florida</b>	
Telephone Number: <b>(407) 889-8042</b>	Typed Name: <b>David Shelley, Jr.</b>
Toll Free Telephone Number: (800)	Title: <b>President</b>
Fax Number: <b>(407) 889-4408</b>	Date: <b>May 31, 2005</b>

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

The Applicant is expected to completely analyze the information contained in this Invitation for Bid 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.

## Exhibit A

### Scope of Services

The Contractor will be responsible for all labor, materials, equipment, fuel, coordination and incidentals necessary for seeking bids from qualified firms to transport leachate. These activities will augment the County's activities hauling leachate from the Osceola Road Landfill to the Yankee Lake Waste-Water Treatment Plant (WWTP). Bids are being solicited on a per gallon hauled basis (i.e., the payment per load hauled is dependant on the size of the tanker).

Laboratory analysis describing the leachate is attached. The leachate is not considered a hazardous material.

#### Description of work:

The transporter shall be able to provide services to transport between 20,000 and 100,000 gallons per day. Expected pumping rate is currently anticipated to be between 20,000 and 60,000 gallons per day. The County operated tanker currently hauls approximately 40,000 gallons per day. No minimum or maximum quantities are guaranteed, but annual pumping rates are indicated below:

1994 – 11.5 million gallons	1999 - 6 million gallons
1995 – 8.5 million gallons	2000 – 10 million gallons
1996 – 9.5 million gallons	2001 – 10.2 million gallons
1997 – 11.6 million gallons	2002 – 13.1 million gallons
1998 – 20 million gallons	2003 – 15.1 million gallons

Pumping rates can be influenced by seasonal and climactic conditions.

The contractor shall respond in a reasonable time (not to exceed two days) to provide additional transportation services as needed. Regular hauling schedules will be reviewed with the transporter on a regular basis (not less frequently than monthly).

The transporter will load out trucks at the landfill's leachate tank farm. The loads will be delivered to the Yankee Lake WWTP. At the WWTP, one 4-inch disposal port is available for unloading (i.e., trucks need to load and unload one at a time).

The Yankee Lake WWTP is approximately a 50 mile round-trip from the landfill. The transporter is expected to confirm the exact route and distance between the two facilities and all details affecting the contractor's performance of this work. The County's Greenwood Lakes WWTP is a designated secondary disposal facility under this bid.

Unloading at the Yankee Lake WWTP shall be between the hours of 7:30 AM and 6:00 PM seven days per week. The Landfill is open to the public between the hours of 7:30 AM and 5:30 PM. A security guard is on-sight at the landfill after hours. The transporter is expected to perform the work between the hours of 7:30 AM and 5:30 PM. Additional hours can be operated with the expressed, written consent of the County. Delivery schedules shall be worked out between the transporter and the County.

The gallons loaded onto each truck will be metered at the leachate tank farm and tracked on a truckload basis (i.e., a record will be kept by truckload).

The transporter shall supply the transportation fleet, drivers, and all necessary equipment and fuel to perform the required services in accordance to the Bid Documents.

The transporter shall employ only qualified experienced drivers and equipment conforming to current federal, state, and local standards.



Section 4 –  
Price Schedule

PROJECT: Term Contract for (Solid) Leachate Hauling Services  
COUNTY CONTRACT NUMBER: IFB-3117-05/LJS

Name of Bidder: SHELLEY'S ENVIRONMENTAL SYSTEMS

Mailing Address: P.O. BOX 249

Street Address: 6506 WEST JONES AVENUE

City/State/Zip: ZELLWOOD, FLORIDA 32798

Phone Number: ( 407 ) 889-8042

FAX Number: ( 407 ) 889-4408

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 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, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary 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 Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing Division for the amount hereinafter set forth.

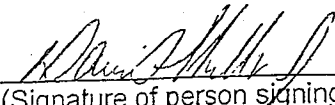
The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Price per gallon of Leachate hauled from the Osceola Road Landfill to the Yankee Lake WWTP or Greenwood Lakes WWTP:

Price Per Gallon: \$0.032

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this 31  
day of MAY, 20 05.

Shelley's Environmental Systems  
(Name of BIDDER)

  
(Signature of person signing FORM)

David Shelley, Jr.  
(Printed name of person signing FORM)

President  
(Title of person signing FORM)

**Attachment A**  
**Conflict of Interest Statement**

STATE OF FLORIDA )

) ss

COUNTY OF ORANGE )

Before me, the undersigned authority, personally appeared David Shelley, Jr., who was duly sworn, deposes, and states: Systems  
1. I am the President of Shelley's Environmental with a  
local office in Zellwood, FLA and principal office in Zellwood, Florida.  
2. The above named entity is submitting an Expression of Interest for the Seminole County project  
described as ***IFB-3117-05/LJS - Term Contract for (Solid) Leachate Hauling Services***

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 31 day of May, 20 05.

Name of Affiant

David Shelley, Jr.

Typed

Title

President

Sworn to and subscribed before me this 31 day of May, 20 05.

Personally known X

OR Produced identification \_\_\_\_\_

Notary Public - State of

Florida

My commission expires

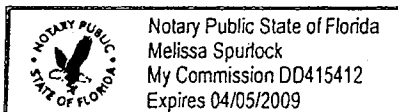
4-5-09

(Type of identification) \_\_\_\_\_

Melissa Spurlock

(Printed typed or stamped

commissioned name of notary public)



**Attachment B**  
**Compliance with the Public Records Law**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: SHELLEY'S ENVIRONMENTAL SYSTEMS

Authorized representative (printed): DAVID SHELLEY, JR.

Authorized representative (signature): 

Date: MAY 31, 2005

Project Number: IFB-3117-05/LJS

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

**Attachment C**  
**BIDDER'S CERTIFICATION**

I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: *David Shelley, Jr.*  
Signature

David Shelley, Jr.  
Name & Title, Typed or Printed

P.O. Box 249  
Mailing Address

Zellwood, Florida 32798  
City, State, Zip Code

(407) 889-8042  
Telephone Number

Sworn to and subscribed before me

This 31 day of

May 20 05

*Melissa Spurlock*  
Signature of Notary

Notary Public, State of Florida

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

