



## CONTRACT NO. 10-0820

### For: Leachate Disposal and/or Transportation Services

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **T. Wayne Hill Trucking, Inc** (hereinafter "Contractor") to supply Leachate Transportation Services to the County pursuant to County Invitation to Bid Number **10-0820** (hereinafter "Bid"), -closing dated August 11, 2010 and Contractor's August 10, 2010 Bid response thereto with all County Bid provisions governing.

#### **Special Clauses:**

##### Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

##### Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have 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 the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: NA

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **November 4, 2010** through **November 30, 2011** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By:   
Senior Contracting Officer

Date: November 4, 2010

Distribution: Original-Proposal File  
Copy-Contractor  
Copy Department



LAKE COUNTY  
FLORIDA

INVITATION TO BID (ITB)

LEACHATE DISPOSAL AND/OR TRANSPORTATION SERVICES

ITB Number: 10-0820 Contracting Officer: Roseann Johnson, CPPB  
Bid Due Date: August 11, 2010 Pre-Bid Conf. Date: Not applicable for this ITB  
Bid Due Time: 3:00 pm ITB Issue Date: July 14, 2010

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	See Section 1.9
Certificate of Competency/License:	See Section 1.16 and 1.24
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for transportation and/or disposal of leachate in conjunction with the County's needs. The County requires the vendor to properly transport and/or dispose of solid waste landfill leachate containing chlorides from the Lake County Solid Waste Operations Facility located at 13130 County Landfill Road, Tavares, Florida. Leachate is the liquid generated by rainfall and decomposed waste that drains through and collects at the bottom of a landfill. Historical laboratory analysis of the County's leachate is available upon request.

**This is an indefinite quantity term contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.**

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**NOTE:** From the date of the issuance of this ITB until final County action, vendors shall not discuss this ITB or any part thereof with any employee, agent, or representative of the County except the authorized representative noted above. Only those communications with the authorized representative noted above shall be considered pertinent to this ITB.

**Section 1.3: Method of Award in the County's Best Interests**

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers, or waive any minor irregularity or technicality in bids received.

Note: This ITB may be awarded to multiple vendors. If the County awards to one or more vendors; the resulting contract(s) will not guarantee any one vendor(s) all of the County leachate disposal services business. The gallonage estimated would be split as the County so deems necessary for the transportation and/or disposal of the leachate.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Prices offered shall be a firm-fixed exclusive of any tax. The firm fixed price shall include any and all costs associated with the proper disposal and/or transport of leachate from the Lake County Solid Waste Facility in Tavares to the vendors approved disposal facility. Any bid containing a modifying, “escalator,” or “fuel surcharges” will not be considered.

**Section 1.6: Option to Renew for four (4) Additional One (1) Year Periods (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing indexes published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the vendor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services  
[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/gasoline\\_and\\_fuel\\_oil/price\\_sheets\\_daily\\_price/price\\_sheets\\_current\\_pricing](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/gasoline_and_fuel_oil/price_sheets_daily_price/price_sheets_current_pricing) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 %  $(0.12 / 0.10)$ . The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index (es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

**Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases**

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip

number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

### **Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability	Included
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Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
 Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor’s specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
 P.O. BOX 7800  
 TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Performance Bond for Disposal Facilities**

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance Bond in an amount that represents 100% of the vendor's offer price. The Performance Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender any associated offer guaranty/bid bond provided by the vendor, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

*is not applicable this contract*

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount

Best Rating

500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

*is not applicable  
to this contract*

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

**Section 1.10: Completion/Delivery**

As specified in Statement of Work

**Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation may be tested/inspected for compliance with the specifications listed. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under

this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the vendor by the County for any contract or financial obligation.

**Section 1.12: Warranty**

Not applicable for this ITB

**Section 1.13: Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### Section 1.13.2: Completion Requirements for Invitation to Bid

**Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 10-0820" Do not indicate bid prices on literature.

#### Specific Completion Directions:

- Pricing shall be completed as directed within Section 4. These will be firm fixed prices per gallon to include any and all costs associated with the transportation and/or the proper disposal of leachate from the Lake County Solid Waste Operations Facility in Tavares, Florida to a County pre approved disposal facility. No back charges shall apply.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.

- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

#### **Section 1.14 Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

#### **Section 1.15: Business Hours of Operations**

As specified in the Statement of Work

#### **Section 1.16: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

#### **Section 1.17: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**Section 1.18: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.19: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.20: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.21: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.22: Special Notice to Vendors Regarding Federal Requirements**

This purchase action during declared emergencies may be supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract may include provisions related to various specific federal requirements such as the Federal Emergency Management Agency (FEMA) and the Federal Department of Transportation (FDOT).

**Section 1.23: Vendors Liaison/Representative**

Vendors responding to this ITB shall identify a liaison person that the County can send any communication. Please provide the name, mailing address, telephone number, fax number, and email address of the contact in Section 4, Pricing/Certifications/Signatures.

**Section 1.24: Specialized Licenses/Certificates (continuation of Section 1.16)**

If vendors are required by any regulatory agency to maintain licenses, permits and certifications to provide services under this ITB you are to submit copies of those licenses, permits, and certifications with your bid submittal. The following licenses, permits, and certifications are required but not limited to:

- Wastewater Treatment Plant Operations Permit
- Annual Inspection for compliance with your facility's discharge permit
- FDEP Storage Tank Placard
- Accidental Discharge Plan
- User Discharge Permit
- Hauling Permits

If the vendor(s) fail to keep the required licenses, permits, and/or certifications current and in force for the term of the contract and any extension, the County shall deem you to be in breach of any contract and shall take appropriate action.

**Section 1.25: Contractor's Personnel**

The vendor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The County shall have the right to request removal or replacement of any of the vendor(s) personnel if said personnel are unqualified, rude, belligerent, or offer a nuisance or threat.

The awarded vendor(s) shall be responsible for instructing its employees in all safety measures.

The vendor(s) shall ensure every employee on the vendor's work force is provided a photo identification badge. This badge must be worn at all times outside of their uniform when on County property. All Contractor employees shall adhere to County security standards.

The successful vendor(s) are hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any County property. Violations may subject the vendor(s) and/or the vendor(s) employee(s) to fines,

prosecution, imprisonment and/or termination of this or any other contract(s) the vendor presently holds.

**Section 1.27: Spill Prevention/Control/Countermeasure Plans and Emergency Procedures**

Vendor(s) shall have an emergency action plan for spill prevention or accidental discharge. A copy of these procedures shall be included with your bid submittal.

**Section 1.28: Ownership of Leachate**

Title to leachate shall pass to the vendor when placed in Vendor's vehicle.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for transportation and/or disposal of leachate in conjunction with the County's needs. The County requires the vendor to properly transport and/or dispose of solid waste landfill leachate containing chlorides from the Lake County Solid Waste Operations Facility located at 13130 County Landfill Road, Tavares, Florida.

Three options are being considered in this ITB.

1. Vendor(s) to transport only
2. Vendor(s) to dispose only
3. Vendor(s) to transport and dispose

Option 1

Vendor(s) shall collect, transport, and unload the leachate from the Lake County Solid Waste Operations Facility to a pre-approved disposal facility.

Option 2

Vendor(s) accept the leachate from pre-approved vendor(s) transporting from the Lake County Solid Waste Operations Facility to the vendor(s) disposal facility for processing.

Option 3

Vendor(s) shall collect, transport, and unload the leachate from the Lake County Solid Waste Operations Facility to their pre-approved disposal facility for processing.

**Note: The County may also elect to transport the leachate utilizing County equipment to the approved disposal facility site(s).**

The vendor(s) shall have the ability to dispose of at least 50,000 gallons within a twenty-four (24) hour period during peak times. Weather conditions and solid waste operations will affect leachate quantities. The County may not require the contractor services during certain weeks due to small quantities of leachate being generated. However, the contractor shall be available and on call 365 days per year.

The County's estimated total annual gallonage for disposal is 3,000,000 to 5,000,000.

The quantities listed in the pricing section are **estimated annual** requirements only and are given only to allow for preparation of your bid proposal. **NO QUANTITIES ARE GUARANTEED FROM THIS INVITATION TO BID.** Any contract entered into will be an indefinite quantity type. The contractor shall provide services as may be ordered, and the contract shall be binding only for the actual services ordered during the contract period. Blanket Purchase Orders, E Payment or Visa payments will be utilized throughout the contract period(s) as needs are determined.

The Lake County Solid Waste Operations Facility is located at:  
13130 County Landfill Road  
Tavares, Fl 32778

Lake County Solid Waste Operations Facility hours of operation are:

<u>Days of Operation</u>	<u>Hours of Operation</u>
Monday through Saturday	7:30 am to 5:30 pm Last load 5:00 pm
Sundays, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day	Closed
And/or	

Any other days that may be necessary to address natural disasters and/or unforeseen events.

The vendor(s) shall collect, transport and properly dispose of leachate from the Lake County Solid Waste Operations Facility in Tavares, Florida to the vendors processing facility.

Vendor(s) bidding on transportation only to disposal sites shall have the ability to transport minimum of two to six loads per day.

The County reserves the right to add or subtract disposal facilities.

The County has prequalified the following sites for disposal. These sites will be competing through this ITB for the disposal rights. The County is supplying the addresses to these sites for transport companies for costing analysis for this ITB. Actual sites shall be determined during the evaluation process for this ITB.

**Site A:**

Industrial Water Services, Inc  
1640 Tallyrand Road  
Jacksonville, Fl 32205  
800.447.3592

**Site B:**

Water Recovery, Inc  
1819 Albert Street  
Jacksonville, Fl 32202  
904.475.9320

**Site C**

Aqua Clean  
1008 N. 19<sup>th</sup> St  
Tampa, Fl 33605

**Site D**

Aqua Clean  
3210 Whitten Road  
Lakeland, FL 33811  
863.644.0665

The vendor(s) disposal site shall be an approved EPA (Environmental Protection Agency Centralized Waste Treatment/FDEP (Florida Department of Environmental Protection) permitted site and shall adhere to all rules and regulations set forth by FDEP. A copy of the permit shall be submitted with your bid.

Vendors are encouraged to familiarize themselves with the facilities as listed in the above specifications. Failure to do so will not discharge bidder liability to supply the transportation and/or disposal of the leachate under the terms and conditions specified herein.

The vendor(s) shall have vehicles at the County landfill location within twenty-four (24) hours of County notification. The vendor's tankers shall be empty and free of any contaminants that may affect the chemical characteristics of the leachate. The County reserves the right to inspect tankers and sample contents as needed, and reject any contaminated tanker from County service.

Transport by a Lake County contracted hauler to the vendor's disposal facility will be monitored and no load will leave the County landfill that exceeds FDOT (Florida Department of Transportation) weight limits.

Prior to the vendor(s) or its representative leaving the Lake County Landfill with a load of leachate, the County will provide the vendor(s) with a transaction receipt (weigh ticket) showing the gross, tare and net tons of each load removed and manifest with EPA identification numbers for the Generator, Transporter and Receiving Facility.

The vendor(s) shall use only drivers certified to transport waste materials of the category determined by laboratory analysis of the contained product and vehicles certified to contain and transport the same. The vendor(s) shall secure and maintain all licenses, certifications, insurance and all other required regulatory qualifications to transport and transfer the same.

The vendor(s) shall provide all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and disposal of leachate. The vendor(s) agrees to provide only trained personnel to perform collection, transportation and disposal of Leachate. Vendor(s) agrees that spill control, reporting and clean up in accordance with federal, state and local standards associated with truck loading, transportation and unloading is the sole responsibility of the vendor(s).

The County's current leachate system includes storage tanks and appurtenances in order to provide for fast filling of tanker trucks.

**Due to the presence of methane gas, there is no smoking allowed at the Solid Waste Operations Facility. Vendor(s) shall not smoke at the Solid Waste Operations Facility nor permit any employee or representative to smoke at the Solid Waste Facility.**

The basis of payment for collection, transport, and unloading shall be the net weight of liquid loaded into the trucks which are transported across the scales at the Lake County Solid Waste Operations Facility. The unit weight of leachate shall be 8.34 pounds per gallon. The vendor(s) shall submit a monthly detailed invoice to the County for the purpose of payment which will be determined by the number of gallons of leachate actually hauled, based on the Lake County Solid Waste Facility scale records. Lake County will provide the contractor with an itemized scale house record of leachate hauled each calendar month.

Testing: Lake County will collect, analyze and pay for laboratory samples required by the regulatory agencies.

Transportation costs to the disposal facility will be a factor in the award.

No back haul charges are allowed.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions or requirements, but are permissive in nature.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may

not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder is required to submit with its bid a signed “Acknowledgment of Addenda” form when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders’ Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Bids**

**Changes to Bid -** Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date and time.

**Withdrawal of Bid -** A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

### 3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

### 3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

### 3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as a prime contractor or

subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.

- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

### 3.6 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

### 3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### 3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### 3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### 3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

### 3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

### 3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the

prior consent of the County may result in termination of the contract for default.

#### **3.14 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### **3.15 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

#### **3.16 RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

#### **3.17 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### **3.18 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

#### **3.19 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

#### **3.20 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### **3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

#### **3.22 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

#### **3.23 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **3.24 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

#### **3.25 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

#### **3.26 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the

interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.27 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### 3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### 3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control

of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

### 3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

### 3.36 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**ITB TITLE: Leachate Transportation and/or Disposal**

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
<b>Part II:</b>
<p><input checked="" type="checkbox"/> No Addendum was received in connection with this ITB.</p>

PRICING SECTION

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	<p align="center"><b><u>OPTION 1</u></b></p> <p>The vendor shall provide for all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and unloading to a preapproved County disposal site per preceding terms, conditions and scope of work.</p> <p>Site A: Industrial Water Services Inc</p> <p>Site B: Water Recovery Inc</p> <p>Site C: Aqua Clean/Tampa</p> <p>Site D: Aqua Clean/Lakeland</p> <p>Capacity to haul leachate to the County preapproved facilities.</p> <p><u>Unlimited</u> loads per day</p> <p><u>12</u> hours notification for emergency transport due to heavy rains</p> <p>Name/telephone/cell phone number of emergency contact: <u>T. Wayne Hill 863-287-2782</u> <u>Doug Hill 863-581-1016</u></p>	<p>Per Gal</p> <p>Per Gal</p> <p>Per Gal</p> <p>Per Gal</p>	<p>3,000,000</p> <p>3,000,000</p> <p>3,000,000</p> <p>3,000,000</p>	<p><u>\$0.0575</u></p> <p><u>\$0.0575</u></p> <p><u>\$0.0575</u></p> <p><u>\$0.0575</u></p>	<p><u>\$172,500</u></p> <p><u>\$172,500</u></p> <p><u>\$172,500</u></p> <p><u>\$172,500</u></p>
2.	<p align="center"><b><u>OPTION 2</u></b></p> <p>The vendor shall dispose/process the County leachate transported by independent haulers or County transport received at the vendor site</p>	<p>Per Gal</p>	<p>3,000,000</p>	<p>\$ _____</p>	<p>\$ <u>N/A</u></p>

**SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES**

ITB Number: 10-0820

<p>3.</p>	<p>per the preceding terms, conditions and scope of work.</p> <p>Name/telephone/cell phone number of emergency contact:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>OPTION 3</b></p> <p>The vendor shall provide for all labor, trucks, connection hoses and associated waste handling equipment for the collection, transportation and unloading to their disposal site per preceding terms, conditions and scope of work.</p> <p>The vendor shall dispose/process the County leachate per the preceding terms, conditions and scope of work.</p> <p>Capacity to haul leachate to your preapproved facility.</p> <p>_____ loads per day</p> <p>_____ hours notification for emergency transport due to heavy rains</p> <p>Name/telephone/cell phone number of emergency contact:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Per Gal</p> <p>Per Gal</p> <p>TOTAL OPTION 3</p>	<p>3,000,000</p> <p>3,000,000</p>	<p>\$ _____</p> <p>\$ _____</p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
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**SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES**

ITB Number: 10-0820

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment through the County's VISA- based electronic payment system:  Yes  No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>	
Firm Name:	<u>T. Wayne Hill Trucking Inc.</u>
Street Address:	<u>595 W Summerlin St Bartow, FL 33830</u>
Mailing Address (if different):	_____
Telephone No.:	<u>863-519-6677</u> Fax No.: <u>863-519-6686</u> E-mail: <u>twhtuckinginc@yahoo.com</u>
FEIN No.	<u>59 - 3370743</u> Prompt Payment Terms: <u>100</u> % <u>30</u> days, net <u>30days</u>
Signature:	<u>[Signature]</u> Date: <u>6-10-10</u>
Print Name:	<u>T. Wayne Hill</u> Title: <u>pres.</u>
<b>Award of Contract by the County: (Official Use Only)</b>	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input checked="" type="checkbox"/> Sole vendor <u>Transportation</u>	<input type="checkbox"/> Multiple Award vendor (unit price basis)
<input type="checkbox"/> Multiple Award vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Roseann Johnson</u> Date: <u>11/4/10</u>
Printed name:	<u>Roseann Johnson</u> Title: <u>Sr. Contracting Officer</u>
Purchase Order Number assigned to this contract for billing purposes:	<u>N/A</u>

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

**Attachment 2: Check List**

## WORK REFERENCES

Agency	Orange County
Address	4760 Sand Lake Rd.
City,State,ZIP	Orlando, FL 32819
Contact Person	John Hoak
Telephone	407-254-7726
Date(s) of Service	12/04 to 12/09 -- 12/09 to current
Type of Service	Bio-Solids Management
Comments:	

Agency	City of Lakeland
Address	1835 Glendale St.
City,State,ZIP	Lakeland, FL 33803
Contact Person	Scott Lewis
Telephone	863-834-8277
Date(s) of Service	9/06 to 9/09 - 9/09 to Current
Type of Service	Bio-Solids Management
Comments:	

Agency	Polk County
Address	10 Environmental Loop
City,State,ZIP	Winter Haven, FL 33830
Contact Person	Sharon Hymiller
Telephone	863-284-4319
Date(s) of Service	1/08 to Current
Type of Service	Bio-Solids Management
Comments:	

**Bid Check List**

Bidder has enclosed in your opaque envelope properly addressed as

Bid Request No. 10-0820  
(Please ensure company name upper left hand corner) Yes  No

Insurance Requirements (Section 1.8) Yes  No

Two originals and three (3) copies  
Of complete bid package (Section 1.13.2) Yes  No

Have you supplied the required technical information?  
(Section 1.24)

Occupational License Yes  No

Hauling Permits Yes  No

Wastewater Treatment Plant Operations Permit Yes  No

Annual Inspection for compliance with your  
facility's discharge permits Yes  No

FDEP Storage Tank Placard Yes  No

Accidental Discharge Plan Yes  No

User Discharge Permit Yes  No

Exceptions to specifications (Section 2)  
(If any) Yes  No

The complete bid document including pricing  
-include service facility location  
-available delivery  
-contact person information Yes  No

Copy of State Registration  
(Corporation) Yes  No

Copy of Emergency Action Plan  
(Spill Prevention/Accidental Discharge) Yes  No

References (Section 5) Yes  No

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		Date 7/30/2010
<b>Producer:</b> Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691		This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.
		Insurers Affording Coverage
<b>Insured:</b> South East Personnel Leasing, Inc. 2739 U.S. Highway 19 N. Holiday, FL 34691		NAIC #
		Insurer A: Lion Insurance Company
		Insurer B:
		Insurer C:
		Insurer D:
		Insurer E:

**Coverages**  
 The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																											
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																											
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																											
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																											
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2010	01/01/2011	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;">X</td> <td style="width:15%;">WC Statutory Limits</td> <td style="width:5%;"></td> <td style="width:15%;">OTH-ER</td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> <tr> <td colspan="5"></td> <td style="text-align: right;">E.L. Each Accident</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="5"></td> <td style="text-align: right;">E.L. Disease - Ea Employee</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="5"></td> <td style="text-align: right;">E.L. Disease - Policy Limits</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits		OTH-ER								E.L. Each Accident	\$1,000,000						E.L. Disease - Ea Employee	\$1,000,000						E.L. Disease - Policy Limits	\$1,000,000
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					E.L. Disease - Policy Limits	\$1,000,000																											

**Other**      **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 80-65-345  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. that are leased to the following "Client Company":  
**T. Wayne Hill Trucking, Inc.**  
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. active employee(s) , while working in Florida.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.  
**Project Name:**  
 FAX: 863-519-6686 & 352-343-9473 / ISSUE 07-30-10 (SD)

<b>CERTIFICATE HOLDER</b> Lake County, a Political Subdivision of the State of Florida, & the Board of County Commissioners P.O. BOX 7800 TAVARES, FL 32778	<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  <div style="text-align: right;"><i>John L. Brown</i></div>
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Begin Date: 3/29/2010





Department of  
Transportation

Federal Motor Carrier  
Safety Administration

**ENDORSEMENT FOR**

**MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved  
OMB No.: 2125-0074

Issued to: T. Wayne Hill Trucking, Inc. of 595 West Summerlin Street Bartow, FL 33830  
Dated at Three Ravinia Drive, Atlanta, GA 30348 on 04/07/2010  
Amending Policy No.: BAP1514750-10 Effective Date: 02/20/2010  
Name of Insurance Company: Great Divide Insurance Company

Countersigned by Robert A. Patton  
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X," for the limits shown:  
 This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.  
 This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 404-443-2040. Cancellation of this endorsement may be affected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's jurisdiction, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.  
**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.  
**BODILY INJURY** means injury to the body, sickness or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.  
**PROPERTY DAMAGE** means damage to or loss of use of tangible property.  
**PUBLIC LIABILITY** means liability for bodily injury or property damage.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration.

of any final judgement, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured.  
However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgement received against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment

It is further understood and agreed that, upon failure of the company to pay any final judgement recovered against the insured as provided herein, the judgement creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgements resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of T. WAYNE HILL TRUCKING, INC., a Florida corporation, filed on February 20, 1996, as shown by the records of this office.

The document number of this corporation is P96000015684.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Twentieth day of February, 1996



CR2EO22 (2-95)

*Sandra B. Mortham*

Sandra B. Mortham  
Secretary of State

POLK COUNTY LOCAL BUSINESS TAX RECEIPT  
ACCOUNT NO. 70798 CLASS: A

EXPIRES: 9/30/2010

OWNER NAME  
HILL, T WAYNE

LOCATION  
595 W SUMMERLIN  
BARTOW - IN

BUSINESS NAME AND MAILING ADDRESS

CODE 480000 ACTIVITY TYPE  
LTD TRANSPORTATION

T WAYNE HILL TRUCKING INC

595 W SUMMERLIN  
BARTOW, FL 33830



OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE  
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1203986-0001-0001 12 08/17/2009 30-00



## City of Bartow, Florida BUSINESS TAX RECEIPT

595 W. SUMMERLIN STREET

LOCATION OF BUSINESS

This Business Tax Receipt is to be displayed conspicuously at the location of  
business, and is not transferable or assignable.

T. WAYNE HILL TRUCKING, INC.  
595 W. SUMMERLIN STREET  
BARTOW FL 33830

EXPIRATION DATE	
DATE ISSUED	TAX RECEIPT #
9/24/2009	01163
BUSINESS TAX RECEIPT FOR	
INDUSTRIAL	

*Joe G. Tedder*  
City Manager

*James R. [Signature]*  
City Clerk

A Business Tax Receipt is hereby issued by the city of  
Bartow, Florida to the following party to engage in or  
manage the business, profession or occupation shown,  
pursuant to the indicated subsection of Bartow code  
section 70-36 for the Tax Receipt year.

# CERTIFICATE OF COMPLIANCE

## TWAYNE HILL TRUCKING

**HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING**

### **DRUG-FREE WORKPLACE**

Meeting standard established by the State of Florida for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs which comply with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101-.102 and Chapter 59A-24 Drug-Free Workplace Standards. Compliance may be verified by contacting Medi-Test at (800) 303-7484.

**Medi-Test**

**T. Wayne Hill Trucking, Inc.**  
**Bio-Solids Management**  
**595 W. Summerlin Street Bartow, Fl 33830**  
**Bus: 863-519-6677      Fax: 863-519-6686**

## Emergency Spill and Clean up Procedures

T. Wayne Hill Trucking , Inc.(TWHT) has thirteen (13) semi-trucks, nineteen (19) tanker trailers, twelve (16) dump trailers and one (1) vacuum truck that can utilized to respond and / or clean up in the event of an accident or spill .We also have a company on call twenty-four hours a day, 7 days per week to assist with emergency response.

A.C.T., Bartow , Fl 863-533-2000

All drivers have met the required D.O.T. standards to operate these vehicles. Vehicles drivers have communication available through radio contact with main office or directly with T. Wayne or Doug Hill. Drivers are required to report all accidents immediately.

### **Emergency Response:**

In the event of an accident or spill , The following information is to be provided:

1. Driver name
2. Location of incident
3. Are injuries involved
4. Material spilled
5. Source of spill
6. Approximately quantity
7. Cause and Time of spill
8. Remedial action(s) taken

All emergencies will be reported to T. Wayne Hill Trucking ,Inc who will notify the local authority, Department of Environmental Protection and the originator of the load.

**T. Wayne Hill Trucking, Inc.**  
 595 W. Summerlin Street Bartow, Florida 33830  
 Bus:863-519-6677 Fax:863-519-6686  
 Cell:863-287-2782

		Trucks				
Year	Make	Model	Vin #	Tag#		
Truck 1	1997	INTL	Tractor	2HSFMAMR7VCO36580	E649KS	
Truck 2	1997	INTL	Tractor	2HSFMAMPROVC036579	E234KS	
Truck 3	2000	INTL	Tractor	2HSCHAMR1YC042094	J66CLG	
Truck 4	2004	INTL	Tractor	2HSCEAXR14C019459	J65CLG	
Truck 5	1994	INTL	Tractor	1HSHKCAR5RH562817	V288VF	
Truck 6	2001	INTL	Tractor	2HSCHAMR21C014410	B896UN	
Truck 8	2001	INTL	Tractor	2HSCHAMR31C083655	B898UN	
Truck 9	2005	INTL	Tractor	2HSCHSCR25C007549	H89VFI	
Truck 10	2005	INTL	Tractor	2HSCHSCR95C007550	H88VFI	
Truck 11	1997	INTL	Tractor	2HSFMAMR2VC036583	V831MZ	
Truck 12	2001	INTL	Tractor	2HSCHAMR71C014385	G277IA	
Truck 13	2001	INTL	Tractor	2HSCHAMR51C014417	G278IA	
Truck 15	2001	INTL	Tractor	2HSCHAMR21C014388	B897UN	
Truck 101	1998	FRHT	Pumper	2FUVDSEB6WA926020	N71571	
		<b>Trailers</b>	<b>Tanker</b>		<b>Tag #</b>	<b>PC #</b>
Trailer 2	1973	Frueh	Tanker 7000 gallon	UNR484402	CO423K	pc 13
Trailer 3	1974	Custom	Tanker 7000 gallon	S122664	C2895P	pc 14

Trailer 4	1973	Freuh	Tanker	7000 gallon	UNNR471909	C97581	pc 83
Trailer 5	1976	Freuh	Tanker	7000 gallon	MX739904	C1512J	pc 85
Trailer 6	1974	Freuh	Tanker	7000 gallon	UNNR487911	C97591	pc 84
Trailer 9	1982	Trailmaster	Tanker	7000 gallon	IT9AE15B5CF003011	C2882P	pc 98
Trailer 10	1982	Trailmaster	Tanker	7000 gallon	IT9AE15B8CF003116	C2882P	pc 97
Trailer 11	1988	Trailmaster	Tanker	7000 gallon	1T9AK15B9JF003115	C2897P	pc 99
Trailer 13	1976	Heil	Tanker	7000 gallon	927778	C3025P	pc 102
Trailer 14	1976	Heil	Tanker	7000 gallon	927790	5936CA	pc 103
Trailer 15	1980	Heil	Tanker	7000 gallon	950667	9807CA	pc 104
Trailer 16	1985	Custom	Tanker	7000 gallon	1C9A1A2B1FS001011	C3062P	pc 105
Trailer 17	1982	Trailmaster	Tanker	7000 gallon	1T9AE15B6CF003115	C9529J	pc 216
Trailer 18	1972	JANN	Tanker	7000 gallon	7501	3899CA	
Trailer 19	1981	TRAF	Tanker	7000 gallon	1T9AE14B6BF003065	3900CA	
Trailer 20	1971	Frue	Tanker	7000 gallon	OMN532902	3898CA	
Trailer 21	1969	Freu	Tanker	7000 gallon	OMK447604	3915CA	
Trailer 22	1979	Frue	Tanker	7000 gallon	OMZ803913	3941CA	

**T. Wayne Hill Trucking , Inc.**  
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**Bus:863-519-6677                      Fax:863-519-6686**  
**Cell:863-287-2782**

**Travis    Frameless Dump Trailers**

Trailer # 501	Vin #	48X1F392051003510	Tag #	C4522V
Trailer # 502	Vin #	48X1F392451003509	Tag #	C4521V
Trailer # 503	Vin #	48X1F392251003508	Tag #	C4520V
Trailer # 504	Vin #	48X1F392551003504	Tag #	C4516V
Trailer # 505	Vin #	48X1F392751003505	Tag #	C4517V
Trailer # 506	Vin #	48X1F392951003506	Tag #	C4518V
Trailer # 507	Vin #	48X1F392051003507	Tag #	C4519V
Trailer # 508	Vin#	1T91F3925X1247389	Tag #	4502CD
Trailer # 509	Vin#	48X1F3927A1006879	Tag #	4846CF
Trailer # 510	Vin#	48X1F3923A1006880	Tag #	4848CF
Trailer # 511	Vin#	48X1F3925A1006881	Tag #	4849CF
Trailer # 512	Vin#	48X1F3927A1006882	Tag #	4847CF
Trailer # 513	Vin#	48X1F3925A1006784	Tag #	7101CG
Trailer # 514	Vin#	48X1F3927A1006785	Tag #	7102CG
Trailer # 515	Vin#	48X1F3929A1006786	Tag #	7103CG
Trailer # 516	Vin#	48X1F3921A1006720	Tag #	7100CG

## T. Wayne Hill Trucking , Inc.

Bio-Solids Managment

595 W. Summerlin Street Bartow, FI 33830

Bus:(863)-519-6676 Fax:(863)519-6686

T. Wayne (863)287-2782 Doug cell(863)581-1016

<b>Driver's</b>	<b>Drivers License#</b>	<b>Class</b>	<b>Date Birth</b>
Wayne Theodorson	T362-894-51-365-0	A	10/5/1951
Jeff Sheffield	S143-421-62-222-0	A	6/22/1962
Bradley Harkless	H624-079-57-083-0	A	3/3/1957
James L. Reynolds	R543-452-67-375-0	A	10/15/1967
Buddy L. Dixon	D250-072-69-303-0	A	8/23/1969
Herschel Burdine	B635-332-44-346-0	A	9/26/1944
Bibb Griggs	G620-067-57-230-0	A	6/30/1975
Christopher Butler	B346-100-59-459-0	A	12/19/1959
Benjamin Coatney	C350-066-51-145-0	A	4/25/1951
Jerry Harvard	H616-434-70-058-0	A	2/18/1970

**T. Wayne Hill Trucking, Inc**  
**Bio-Solids Management**  
**595 W. Summerlin Street Bartow , Fl 33830**  
**Bus:863-519-6677 Fax:863-519-6686**

**References :**

Orange County  
Waste water Division,SWRF  
Utilities Department  
4760 Sand Lake Road  
Orlando , Fl 32819  
Contact : John Haak  
Phone:407-254-7726 Fax:407-352-4328  
Bio-Solids Management  
Contract Date: 12/04 to 12/09  
(12/09 to Current)

City of Haines City  
Water & Wastewater Department  
502 E. Hinson Ave.  
Haines City, Fl. 33844  
Contact: Mr. Green  
Phone: 863-421-3600  
Bio-Solids Management  
Contract Date: 1/96 to 1/06

City of Lakeland  
Waste Water Operations Div.  
1835 Glendale Street  
Lakeland , Fl. 33803  
Contact : Scott Lewis  
Phone:863-834-8277 Fax:863-682-0978  
Bio-Solids Management  
Contract Date: 9/06 to Current

Polk County  
Board of County Commissioners  
Utilities Operations Divisions  
P.O. Box 9005  
Bartow , Florida 33831  
Contact: Steve Lamons  
Phone: 863-255-0492  
Bio-Solids Management  
Contract Date: 4/08 to Current

Hillsborough County  
Water Department  
601 E. Kennedy Blvd  
County Center , 18th Floor  
Tampa , Florida 33602  
Contact : William Schill  
Phone:813-744-5896  
Bio-Solids Management  
Contract Date:

Lake County  
Waste Management Division  
13130 Astatula Landfill Road  
Tavares , Fl. 32778  
Contact: Gary Debo  
Phone:352-343-6030 Fax: 352-742-3184  
Bio-Solids Management  
Contract Date: 12/04 to Current

Polk County  
Solid Waste Division  
10 Enviromental Loop  
Winter Haven , Fl. 33880-1069  
Contact: John Koleck / Sharon Hymiller  
Ph:863-284-4319 Fax:863-284-4321  
Bio-Solids Management  
Contract Date: 1/08 to Current

Orange County  
Solid Waste Division  
59011 Young Pine Road  
Orlando, Fl 32829  
Contact: Mark Cooley  
Ph:407-836-6663 Fax: 407-836-6658  
Bio-Solids Management  
Contract Date: 8/08 to Current

**T. Wayne Hill Trucking, Inc**  
**Bio-Solids Management**  
**595 W. Summerlin Street Bartow , FL 33830**  
**Bus:863-519-6677 Fax:863-519-6686**

**References :**

Florida Department of Corrections  
Financial Services  
7504 Laurel Hill Road  
Orlando , Florida 32818  
Bio-Solids Management  
Contract Date: 10/06 to Current

Hernando County  
Utilities Department  
15400 Wiscon Road  
Brooksville, FL 34601  
Contact: Landis G. Legg  
Phone: 352-754-4490  
Fax:352-754-4167  
Bio-Solids Management  
Contract Date: 6/04 to 6/08

Avon Park Corrections  
Contact: Ken Collinsworth  
Phone: 863-453-1529  
Fax: 863-453-1533  
Bio-Solids Management  
Contract Date: 10/06 to Current

City of Cocoa  
155 North Wilson Avenue  
Cocoa , Florida 32900  
Contact : Gary Parker  
Phone : 321-639-7680  
Bio-Solids Management  
Contract Date: 10/06 to Current

Polk Corrections  
Contact: Ken Smith  
Phone: 863-984-2273, ext. 314  
Fax:863-984-4613  
Bio-Solids Management  
Contract Date: 10/06 to Current

Toho Water Authority  
1616 S. Bermuda Ave  
Kissimmee , Florida 34741-6371  
Contact: Pat Galt  
Phone 407-709-2891  
Bio-Solids Management

Pasco County  
Board of County Commissioners  
38053 Live Oak Avenue  
Dade City , Florida 33523-3894  
Contact : Russell Polmis  
Phone: 727-861-3019  
Bio-Solids Management  
Contract Date: 10/07 to Current

Orlando Utilities Commission  
Stanton Energy Center  
5100 South Alafaya Trail  
Orlando , Florida 32831-2001  
Contact : Garfield Blair  
Phone: 407-658-6444  
Bio-Solids Management  
Contract Date: 1/09 to Current

City of Avon Park  
110 E. Main Street  
Avon Park , Florida 33825  
Contact : Julian Deleon  
Phone: 863-452-4427  
Bio-Solids Management  
Contract Date: 12/07 to Current

Lakeland Electric  
3030 E. Lake Parker Drive  
Lakeland , Florida 33805  
Contact : Richard Smith  
Phone : 863-834-5619  
Lime Slurry

Mac Dill Air Force Base  
2606 Brown Pelican Ave.  
MacDill AFB, Florida 33621-5000  
Contact : David Parrott  
Phone: 813-828-1674  
Bio-Solids Management  
Contract Date: 10/06 to Current

Fort Pierce Utilities Authority  
P.O. Box 3191  
Fort Pierce, FL 34948-3191  
Contact : Derek Furness  
Phone : 772-464-2104  
Lime Slurry  
Contract Date: 5/09 to Current

**T. Wayne Hill Trucking, Inc**  
**Bio-Solids Management**  
**595 W. Summerlin Street Bartow , Fl 33830**  
**Bus:863-519-6677      Fax:863-519-6686**

**References :**

Brevard County BOCC  
2725 Judge Fran Jamison Way  
Bldg. C, 3rd Floor, Suite C-303  
Viera, Florida 32940  
Contact: Jonathan Mclester  
Phone: 321-617-7390 Ex. 56049  
Bio-Solids Management  
Contract Date: 5/10 to Current

Charlotte County Government  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948  
Contact: Larry Burns  
Phone: 941-764-4592  
Bio-Solids Management  
Contract Date: 9/09 to Current

**T. Wayne Hill Trucking , Inc.**  
**Bio-Solids Management & Leachate Specialist**  
**595 W. Summerlin Street Bartow, Fl 33830**  
**Bus: 863-519-6677 Fax: 863-519-6686**

## Affirmative Action Policy Statement

### Statement of Policy

It is the policy of **T. Wayne Hill Trucking , Inc.** to follow Federal Regulation 48 CFR 52.222.26 to give equal opportunity of employment to all qualified persons without regard to:

- **Age**
- **Sex**
- **Race**
- **Color**
- **Religion**
- **National Origin**
- **Mental or Physical Handicap**
- **Marital Status**

And to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including but not limited to:

- **Recruitment and Hiring**
- **Compensation and Other Employee Benefits**
- **Training**
- **Promotion and Demotion**
- **Layoff and Termination**

It is also our policy to take affirmative action in the employment and advancement in employment of qualified handicapped persons, disabled veterans, and veterans of the Viet Nam Era.

Discrimination Complaints should be directed to Douglas Hill General Manager who will conduct an investigation, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

It is further our policy to comply with all applicable Federal and State laws with respect to Equal Employment Opportunity and Affirmative Action. T. Wayne Hill Trucking, Inc. is currently under an affirmative action Policy with Mac Dill Air Force Base.

**T. Wayne Hill Trucking, Inc.**