

**TERM CONTRACT FOR HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM
(RFP-604733-24/TLR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 42 Longwater Drive, Norwell, MA 02061, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hazardous waste management services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

Section 1. Materials, Services, or Both. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. Required materials and services will be specifically

enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

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

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Environmental Department
Solid Waste Division
1950 State Road 419
Longwood, FL 32750-3872

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

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

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

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

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under

this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set

forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers'

Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the

event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses

incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

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

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Department
Solid Waste Division
1950 State Road 419
Longwood, FL 32750-3872

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 30. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 31. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

, Secretary

By: _____
REBECCA UNDERWOOD, President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Household Hazardous Waste Program Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance
- Exhibit F – FEMA Addendum

Scope of Services

The Contractor will be responsible for all labor, materials, equipment, incidentals and logistical support services to ensure the proper identification, containment, collection, handling, consolidation, packaging, transportation, treatment, storage, recycling and disposal of hazardous waste, other regulated waste and household hazardous waste (HHW) accepted or generated by the County as specified in the RFP documents. All hazardous waste management activities will be conducted in accordance with hazardous waste operations, transportation and disposal regulations.

The County desires to engage a contractor to provide hazardous waste management services that include identifying, characterizing, packaging, labeling, manifesting, transporting and disposing and/or recycling of hazardous waste, other regulated waste and household hazardous waste and providing other related services. Other services include, but are not limited to, responding to hazardous waste related emergencies and providing emergency management services.

BACKGROUND:

Seminole County (County) is located in Central Florida and has a population of approximately 450,000 residents.

The County's Household Hazardous Waste (HHW) Program is administered and operated by the Environmental Services Department, Solid Waste Management Division, Environmental Compliance, Assistance and Pollution Prevention Program (ECAP3). HHW is accepted only from residents of Seminole County, City of Maitland and City of Winter Park. Businesses, other government organizations, non-profits, and anything other than residential are not authorized to deliver hazardous materials to County solid waste facilities.

The County may conduct one (1) or more HHW Collection Event per fiscal year. The County operates one (1) HHW Collection Center located at the Seminole County Central Transfer Station. The HHW Collection Center is open Monday through Saturday for ten (10) hours per day, 7:30 AM - 5:30 PM.

SCOPE OF SERVICES:

The contractor shall provide hazardous waste management services to the County at the fixed site location. Shed cleanouts and other services are conducted at this location approximately monthly and possibly more frequently. VSQG collection events may also be conducted quarterly under this contract. SQG's that would like to participate in collection events can request disposal services through coordinated "milk runs" conducted by the contractor. The prices for hazardous waste management services in this agreement will be made available to VSQGs and SQGs.

Although, HHW is excluded from state and federal regulations as a hazardous waste, under this scope of work, all applicable standards for hazardous waste will be followed, including: all waste managed under this contract shall be managed as if it is regulated, except where written authorization is provided by the County for particular waste streams.

TERMS AND DEFINITIONS:

1. **Bulk or Bulk Pack**– A method of packing shipping containers by consolidating the contents of original containers into the shipping container. (A common example is pouring paint from 1-gallon cans into a 55-gallon drum for shipment.)
2. **COPCN** – Certificate of Public Convenience and Necessity issued by the Seminole County Solid Waste Management Division.
3. **County** – Includes Unincorporated Seminole County, City of Altamonte Springs, City of Casselberry, City of Lake Mary, City of Longwood, City of Maitland, City of Oviedo, City of Sanford, City of Winter Park, and City of Winter Springs for the purposes of this agreement. Solid waste management interlocal agreements in place for each of these cities includes disposal of HHW when delivered to the designated facilities.
4. **ECAP3** – Environmental Compliance, Assistance and Pollution Prevention Program, the section within the Seminole County Solid Waste Management Division that manages the HHW program.
5. **FDEP** – Florida Department of Environmental Protection
6. **FDOT** – Florida Department of Transportation
7. **Final Disposal Facility** – The facility, at which wastes are destroyed, recycled, treated, otherwise processed or disposed of and will not undergo further processing. This would also include the facility at which the residual materials or byproducts from the final disposal facility, such as incineration ash, are managed.
8. **Fuel Blending** –The use of flammable wastes, through processing or combining with other flammable wastes, to produce a fuel for energy recovery.
9. **HHW** – Household Hazardous Waste
10. **Incineration** – The thermal treatment and destruction of waste where the physical destruction of the waste is the sole intent of the process. Incineration does not include the use of wastes for fuel blending or energy recovery.
11. **Intermediate Facility** – A facility that is utilized for storage, consolidation, preparation or other purposes for the preparation of wastes for final disposal and delivery to the Final Disposal Facility.
12. **Lab Pack** – A method of packing shipping containers with waste items left in their original containers surrounded with absorbent material. A detailed list of the items in the container usually accompanies the container.
13. **Loose Pack** – A method of packing shipping containers with waste items left in their original containers without absorbent materials. May also be referred to as “Containers in Drums.” (An example is packing smaller cans of paint related wastes into a 55-gallon drum.)
14. **Milk Run** – Site visits by the contractor to participating SQG facilities.
15. **OSHA** – Occupational Safety and Health Administration
16. **Other Users** – VSQGs, SQGs, and Universal Waste Generators
17. **RCRA** – Resource Conservation and Recovery Act
18. **Recycling** –The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
19. **SQG** – Small Quantity Generator of Hazardous Waste
20. **SWMD** – The Solid Waste Management Division of Seminole County

21. **Treatment** – The processing of wastes by chemical, physical or biological means to remove or reduce their hazardous characteristics or constituents. Includes such processes as neutralization, precipitation and stabilization.
22. **TSDF** – Transfer, Storage and Disposal Facility recognized and permitted under RCRA
23. **VSQG** – Very Small Quantity Generator of Hazardous Waste.
24. **Universal Waste** – Batteries, mercury containing thermostats, thermometers and lamps, mercury containing equipment.
25. **Universal Waste Generators** – Businesses that generate universal waste.
26. **USEPA** – United States Environmental Protection Agency
27. **Wastes** – Hazardous Wastes, Universal Waste, Non-Hazardous Waste or other regulated waste.

CONTRACTOR'S RESPONSIBILITY – SCOPE OF SERVICES:

1. The Contractor shall be responsible for providing to the County hazardous waste management services defined as: all labor, supplies, equipment, and logistical support services necessary to insure the proper identification, containment, collection, handling, consolidation, packaging, transportation, treatment, storage, and disposal and/or recycling of hazardous waste, other regulated waste and HHW accepted or generated by the County.
2. All hazardous waste management activities will be conducted in accordance with hazardous waste operations, transportation, and disposal regulations.
3. The Contractor shall provide hazardous waste services at County HHW collection centers on an on-call basis within two weeks of notification.
4. The Contractor shall provide the County with a twenty-four (24) hour, seven (7) days a week emergency contact number. It is the responsibility of the Contractor to update the County of contact changes, as necessary.
5. The Contractor shall provide contact numbers for key administrative personnel, including, but not limited to: Contract Manager, Customer Service, and Account Manager. It is the responsibility of the Contractor to update the County of contact changes, as necessary.
6. The Contractor shall respond within 48-hours of request by the County to provide the County hazardous waste services in the event of a natural or man-made disaster (e.g., hurricane, tornado, explosion, etc.) or act of terrorism. This response is for hazardous waste services at site(s) designated by the County.
7. The Contractor shall package all materials in the smallest, most economical sized FDOT shipping container. At a minimum, the Contractor shall have 1, 5, 30, and 55-gallon and 1 (one) cubic yard sized containers available for all waste types for all instances of shipping. Other sized containers will be available where appropriate.
8. The Contractor shall provide shipping containers that are sound and meet FDOT shipping requirements.
9. The Contractor shall provide a scale certified for trade, for weighing items to be invoiced by weight. Scale must be certified by the Florida Department of Agriculture and Consumer Services.
10. The Contractor shall comply with all Federal, State, and Local regulations applicable to hazardous waste and hazardous materials management, handling, transportation, and worker welfare including: 40 CFR, Chapter 62-730 F.A.C., 49 CFR, 29 CFR and any other applicable regulations for all material managed under this agreement.
11. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (current revision) in accordance with 40 CFR for all waste managed under this agreement. Completed copies of the manifest shall be provided to the County prior to material being moved off site. A final manifest shall be submitted to the County within thirty (30) calendar days of waste being transported off-site.
12. The Contractor shall provide to the County a complete inventory and preliminary project costs before material is removed from site. The Contractor shall provide the County with a complete record of the contents of each lab pack drum before waste is transported off-site.

13. The Contractor shall provide the County with a Drum Summary Breakdown sheet identifying the quantity and size of each container, sorted by waste type and description, within fourteen (14) calendar days of waste being transported off-site.
14. The Contractor shall provide the County with a completed invoice within thirty (30) calendar days of waste being transported off-site. The Contractor, unless otherwise directed in writing by the County Project Manager or designee and in accordance with all applicable regulations, will dispose of all hazardous and regulated County generated waste at USEPA permitted RCRA hazardous waste disposal facilities. Any and all exceptions shall be pre-approved in writing by the County's representative prior to the waste being moved off site. The Contractor is solely responsible for complying with all requirements mandated by designated permitted Treatment, Storage or Disposal facilities regarding labeling, manifesting, packaging, segregation and transportation of hazardous waste and other regulated materials to ensure acceptance of collected wastes at the final disposal site. The Contractor shall complete any waste profiles, manifests, bills of lading, and other paperwork necessary for all materials or waste to satisfy requirements of the permitted transfer, storage, or disposal facilities receiving the materials or waste and/or all applicable regulatory authorities. The Contractor shall sign all manifests, upon review of their conformity with all federal and state rules and regulations prior to shipment. Bills of lading will be used when appropriate. The Contractor is required to submit proof of proper reuse, certificates of disposal, recycling, treatment, and destruction to the County. If waste is transferred from a Treatment, Storage, or Disposal Facility to another facility for final disposal or destruction, a Certificate of Disposal or Destruction from the final disposal or destruction facility shall also be submitted to the County.
15. The contractor shall ensure that all transporters possess local, state and federal transporter permits and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered in-route are complied with.
16. The Contractor shall provide the County Project Manager or designee a copy of any regulatory notices or citations issued for any transfer, treatment, or disposal facility that is or has been used for the management of Seminole County waste within ten (10) working days of issuance by the regulatory agency.
17. The Contractor is responsible to ensure and document that all Mercury collected in Seminole County, under this contract, is recycled in a way that it is not released back into the environment. For example, recycled Mercury shall not be sold to any organization or business within the United States or outside the United States that uses this material in any mining operations.
18. The Contractor shall notify the County within three (3) working days of any waste found to deviate from the original shipping documentation. Detailed quality control analysis documentation must be provided to the County before any price changes can be assessed on the waste.
19. The Contractor's Project Manager assigned to this project must have 2 years of experience and Field Chemist qualifications.
20. For this agreement, Field Chemists must possess a four (4) year college degree in Chemistry or other related discipline.

21. All Contractor personnel assigned to this contract will have current training and/or certifications pursuant to USEPA, OSHA, FDOT and other regulatory agencies to manage and transport hazardous waste.
22. The Contractor shall not package or transport non-hazardous solid waste or empty containers formerly containing hazardous substances, unless directed by the County Project Manager or designee.
23. The Contractor will physically show the County Project Manager or designee all containers that have not been completely filled with waste prior to closing the container for transport.
24. If at any time the County Project Manager or designee questions the contents of any container it will be reopened by the Contractor for the County Project Manager's inspection.
25. The Contractor shall be responsible for providing all services necessary to ensure the proper identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of hazardous waste received from VSQGs. This includes VSQG hazardous waste received at scheduled VSQG collection events and/or any VSQG hazardous waste received at a HHW collection event. The Contractor will bill the VSQG directly and the VSQG shall pay all costs incurred for these services.
26. The contractor shall charge VSQGs within Seminole County the prices indicated in the price schedule proposal for waste accepted at a County collection event.
27. The Contractor shall, through mutual agreement with County staff, develop and implement collection events for SQGs and VSQGs that generate hazardous waste within the County and that desire to use the County Contractor to provide hazardous waste disposal services, where the VSQGs and SQGs bring their HW to the County HHW facility. These VSQGs and SQGs may be charged additional transportation rates as shown in Price Proposal Group C.
28. The County shall not be responsible for the collection, packaging, shipping, transportation, or disposal of VSQG hazardous waste accepted by the Contractor, nor for the cost incurred by the Contractor in the performance of this work.
29. The Contractor shall provide all participating VSQGs with Uniform Hazardous Waste Manifests (current revision) or other acceptable documentation demonstrating that they have shipped their hazardous and/or other regulated waste for proper disposal.
30. The Contractor shall maintain a Certificate of Public Convenience and Necessity (COPCN) issued by the Seminole County Solid Waste Management Division during the life of the agreement.

The following apply if the Contractor is willing to conduct HHW Collection Events:

31. The Contractor shall plan on conducting a minimum of one (1) HHW event per County fiscal year (October 1 through September 30) and have the capability to conduct a minimum of five (5) additional HHW and/or Very Small Quantity Generator (VSQG) collection events per fiscal year.
32. The Contractor will provide a fully trained crew sufficient to adequately conduct the event, including the handling of traffic control and removal of

- waste from vehicles. The Contractor shall be able to provide at least twenty-five (25) individuals for any event. The Contractor and the County shall agree to the actual staffing the Contractor will provide at least two (2) weeks prior to the event.
33. The Contractor shall provide all equipment and materials necessary for setting up and operating at the County's designated collection site. This includes but, is not limited to: portable tents capable of adequately sheltering the sorting and packing operation as well as Contractor and County personnel.
 34. The Contractor shall also provide safety equipment necessary to protect Contractor personnel and workers provided by the County and/or partnering municipality. Such safety equipment will include, but not be limited to: safety glasses, face shields, gloves, coveralls, aprons, eye wash units, etc. Contractor personnel and County workers must properly utilize safety equipment at all times when they are in the collection work area.
 35. The Contractor must be set up and completely operational at least thirty (30) minutes prior to the scheduled starting time for the event. The contractor shall maintain good housekeeping within the site throughout the event. The Contractor shall appropriately clean the site after every collection event.
 36. If participation rates exceed the Contractor's capability to properly manage the collection event, the Contractor will mobilize additional personnel, equipment and materials, as required, at the request of the County.
 37. In the event that hazardous waste must remain on-site overnight during any collection event, the Contractor shall provide security personnel to ensure that the waste is not disturbed or tampered with.
 38. The Contractor shall provide the County Project Manager or designee the option to transport to the County's HHW Collection Facility the contents of any partially filled container at the end of each collection event.
 39. The Contractor crew will include a Project Manager who must be on-site at all times during the operation, packaging, and final truck loading of the event.

COUNTY'S RESPONSIBILITIES:

1. The County reserves the right to coordinate with other companies the transportation, recycling and/or disposal of specific wastes. Examples include, but are not limited to: electronics, used oil, waste gasoline or other fuels, waste antifreeze, used oil filters, mixtures of used oil and water, waste cooking oil, flares, ammunition, propane gas cylinders, photographic waste, fluorescent lamps, other mercury containing devices, latex paint, batteries, solid waste (i.e., trash, litter) and other waste.
2. Electronics recycling is not part of this contract.
3. The County, at its sole discretion, may schedule as many collection events as it desires, or no collection events at all.

The following apply if the Contractor is willing to conduct HHW Collection Events:

4. The County will coordinate the schedule of collection events with the contractor so that the Contractor is aware of and agrees with the schedule at least four (4) calendar weeks prior to the event being held.
5. The County reserves the right to cancel or reduce the hours of operation of any scheduled collection event.

Provision of Equipment and Supplies:

Contractor shall provide all equipment and supplies when necessary to complete or conduct the work described herein, including, but not limited to, transport vehicles, personal protective gear, emergency gear, equipment, forklift, drum grabber attachment for forklift, pallet jack, pallets, cubic yard boxes, drums, over pack drums, other packaging materials, dumpsters, tarp or plastic film, emergency eyewash, safety equipment, traffic cones, decontamination material, spill prevention or cleanup supplies and equipment, portable toilets, lighting, tents, trucks with hydraulic lifts.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656

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ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00
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PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Attachment C Price Proposal

RFP-604733-24/TLR – HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM

Name of Proposer: Clean Harbors Environmental Services, Inc.

Mailing Address: 42 Longwater Drive

City/State/Zip: Norwell, MA 02061

Phone Number: (863) 533-6111 **FAX Number:** (NA)

E-Mail Address: lester.timothy@cleanharbors.com (Account Manager)

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 2 through 02/21/24 & 02/27/24, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The Proposer shall submit pricing for all unit prices shown below. These prices shall be for disposal/recycling to a destination facility subject to all the applicable requirements of 40 CFR parts 264, 265, 266, 268, 270, 273, 279 and 124 of this chapter and the notification requirement under section 3010 of RCRA, (except, appropriate permitted facilities may be used for non-hazardous recycling, such as: used oil, antifreeze, oil/water mix, used oil filters, etc.). No household hazardous waste shall be disposed in a landfill.

The price proposals will be evaluated in comparison to historical quantities managed by Seminole County. Disposal costs and labor costs will both be considered. A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

LABOR CHARGES:

- A price per hour shall be given for each labor category shown in the Price Proposal. Hours considered for payment for the project manager, field chemist and all other Contractor personnel will be for the time spent at the site (e.g., event, project, station clean-out only). Travel time, overtime, overnight stay, etc., are not eligible for payment. Hourly rates must include all administrative costs and profit and incidentals required to provide the services covered under the scope of services.

WASTE MANAGEMENT CHARGES:

- All pricing listed shall include all costs incurred including the cost of the container, packaging materials, labels, disposal, and transportation charges.

- Additional fees (such as "Hazardous Waste Fee"), surcharges (such as fuel surcharge), etc. will not be allowed.
- All materials shall be packed in the smallest, most economical sized FDOT shipping container. At a minimum, 1, 5, 30, and 55-gallon and 1 cubic yard sized containers shall be available for all waste types for all instances of shipping. Other sized containers will be available where appropriate.
- All drums and other containers shall meet FDOT shipping requirements, be sound and free of pinholes, corrosion or other defects that may result in leaking. Should a container provided by the contractor fail, the contractor shall provide an appropriate over pack container at no charge.
- For each item, a price per unit (gallon/pound) must be provided. The prices will be applied to packaged containers as follows:

Example 1:

Unit price = \$2/gal, container size = 55 gallon
 Total price for container = \$2 x 55 = \$110

Example 2:

Unit price = \$2/lb, weight = 100 lbs
 Total price for container = \$2 x 100 = \$200

- Estimated waste management charges are for annual amounts. The estimated amounts are derived from averages of the last three (3) years.

PRICE SCHEDULE PROPOSAL BREAKDOWN PER GROUP:

SUBTOTAL FOR TOTAL GROUP A: \$ 6,600.00

SUBTOTAL FOR TOTAL GROUP B: \$ 112,178.77

George L Curtis
 (Printed name of person signing FORM)


 (Signature of person signing FORM)

Clean Harbors Environmental Services, Inc.
 (Name of Proposer)

GROUP A: LABOR CHARGES (Estimated hours are per year)

Line No.	Description	Estimated Hours	Unit price	Extension
1	Project Manager	8	\$ 75.00	\$ 600.00
2	Chemist	50	\$ 65.00	\$ 3,250.00
3	Technician	50	\$ 55.00	\$ 2,750.00
TOTAL CHARGES FOR GROUP A				\$ 6,600.00

GROUP B: WASTE MANAGEMENT CHARGES (Estimated amounts are per year)

Line No.	Description	Type of Packing	Estimated Gallons	Estimated Pounds	Unit Price	Extension
1	Absorbent contaminated w/hazardous waste	bulk		459	\$ 0.71	\$ 325.89
2	Absorbents contaminated with used oil	bulk		459	\$ 0.40	\$ 183.60
3	Adhesives/caulk , containers in drums	bulk		459	\$ 1.24	\$ 569.16
4	Aerosols, containers in drums	bulk		11000	\$ 1.28	\$ 14,080.00
5	Amines/flammable corrosives	bulk		251	\$ 1.10	\$ 276.10
6	Amines/flammable corrosives	lab pack		200	\$ 1.48	\$ 296.13
7	Antifreeze	bulk	55		\$ 3.03	\$ 166.65
8	Brake fluid	bulk		459	\$ 0.39	\$ 179.01
9	Gasoline – waste & related waste fuel	bulk	110		\$ 3.16	\$ 347.60
10	Oily sludge	bulk		918	\$ 0.45	\$ 413.10
11	Oily wastewater – Oil mixed w/ water	bulk		1377	\$ 0.45	\$ 619.65
12	Used motor oil	bulk	55		\$ 3.03	\$ 166.65
13	Used oil filters	bulk		459	\$ 0.39	\$ 179.01
14	Waste cooking oil	bulk	110		\$ 3.30	\$ 363.00
15	Chlorinated solvents	bulk		459	\$ 0.77	\$ 353.43
16	Chlorinated solvents	lab pack		225	\$ 1.60	\$ 359.24
17	Corrosive liquids	bulk		167	\$ 1.10	\$ 183.70
18	Corrosive liquids	lab pack		5500	\$ 1.48	\$ 8,143.52
19	Corrosive solids	bulk		459	\$ 1.48	\$ 541.62
20	Corrosive solids	lab pack		2200	\$ 1.48	\$ 3,257.41
21	Cyanides	lab pack		225	\$ 1.48	\$ 333.14
22	Dioxin related, household material	lab pack		100	\$ 1.48	\$ 148.06
23	Flammable liquid, <1 inch solids	bulk		4587	\$ 0.37	\$ 1,697.19
24	Flammable liquid, 1 - 18 inches solids	bulk		459	\$ 0.44	\$ 201.96
25	Flammable liquids, > 18 inches solids	bulk		459	\$ 0.47	\$ 215.73
26	Flammable liquid	lab pack		550	\$ 1.48	\$ 814.35
27	Flammable solid	bulk		459	\$ 0.66	\$ 302.94

Line No.	Description	Type of Packing	Estimated Gallons	Estimated Pounds	Unit Price	Extension
28	Flammable solids	lab pack		225	\$ 1.48	\$333.14
29	Isocyanates	lab pack		225	\$ 1.48	\$333.14
30	PCB containing material	bulk		459	\$ 1.48	\$679.32
31	PCB containing material	lab pack		225	\$ 3.92	\$881.24
32	Latex paint	bulk		2294	\$0.47	\$1,078.18
33	Latex paint	loose pack		2294	\$ 1.25	\$2,864.38
34	Mercury, metallic	lab pack		42	\$22.57	\$947.76
35	Mercury containing solids	bulk		42	\$22.57	\$947.76
36	Mercury containing solids	lab pack		251	\$22.57	\$5,663.97
37	Mercury containing solutions	lab pack		42	\$22.57	\$947.76
38	Non-regulated solids (NRS)	bulk		459	\$0.47	\$215.73
39	Non-regulated solids (NRS)	lab pack		225	\$ 1.28	\$287.10
40	Oxidizers	bulk		459	\$0.71	\$325.89
41	Oxidizers (including organic peroxides)	lab pack		2750	\$3.05	\$8,378.26
42	Oil-based paint, containers in drums	loose pack		9174	\$ 1.53	\$14,011.76
43	Oil-based paint <6 inches solids	bulk		9174	\$0.37	\$3,394.38
44	Oil-based paint 6-18 inches solids	bulk		918	\$0.37	\$339.66
45	Oil-based paint >18 inches solids	bulk		1377	\$0.58	\$798.66
46	Toxic (including pesticides), solid	bulk		459	\$ 1.58	\$725.22
47	Toxic (including pesticides), liquid	bulk		459	\$ 1.56	\$716.04
48	Toxic (including pesticides)	lab pack		12650	\$ 1.48	\$18,730.10
49	Roof tar without asbestos	loose pack		459	\$0.73	\$332.78
50	Roof tar with asbestos	loose pack		459	\$0.96	\$439.26
51	Lead, solid	pound		20	\$0.93	\$18.56
52	Propane cylinders, 1 lb	loose pack		8340	\$ 1.68	\$14,027.88
53	Reactive	pound		25	\$ 1.71	\$42.82
TOTAL CHARGES FOR GROUP B						\$ 112,178.77

GROUP C: GENERAL SUPPLIES & TRANSPORTATION – (not part of evaluation)

Line No.	Description	Units	Unit Price
1	1 gallon plastic w/ removable head	FDOT Container	\$ 5.00
2	1 gallon metal w/ removable head	FDOT Container	\$ 14.00
3	5 gallon plastic removable head	FDOT Container	\$ 24.00
4	20 gallon fiber removable head	FDOT Container	\$ 37.00
5	20 gallon steel removable head	FDOT Container	\$ 102.00
6	30 gallon plastic	FDOT Container	\$ 91.00
7	30 gallon steel	FDOT Container	\$ 115.00
8	55 gallon plastic	FDOT Container	\$ 100.00
9	55 gallon steel, removable head	FDOT Container	\$ 113.00
10	85 Gallon over pack/salvage steel	FDOT Container	\$ 370.00
11	85 Gallon over pack/salvage plastic	FDOT Container	\$ 290.00
12	1 cubic yard container with liner & skid	FDOT Container	\$ 107.00
13	Transportation price per drum for collection events only	Per Drum	\$ 40.00
14	Transportation cost per pallet sized item - collection only	Per Pallet	\$ 160.00

GROUP D: FLUORESCENT LAMPS – (not part of evaluation)

Line No.	a) Fluorescent Lamps - Regular	Estimated Units (Lamps)	Unit Price	Extension
1	F4 - Fluorescent lamps ≤4 ft	6,500	\$ 1.84	\$ 11,960.00
2	F5 - Fluorescent lamps 5 ft - 9 ft	1,000	\$ 4.20	\$ 4,200.00
3	F10 - Fluorescent lamps 10 ft	25	\$ 4.20	\$ 105.00
4	F12 - Fluorescent lamps 12 ft	25	\$ 4.20	\$ 105.00
5	SF4 - Shielded Fluorescent lamps ≤4 ft	25	\$ 3.78	\$ 94.50
6	SF5 - Shielded Fluorescent lamps 5 - 9 ft	25	\$ 5.91	\$ 147.75
7	UF4 - U Shaped Fluorescent lamps	50	\$ 6.73	\$ 336.50
8	CFL - Compact Fluorescent lamp	1,500	\$ 2.01	\$ 3,015.00
9	CFB - Compact Fluor lamp w/ ballast	150	\$ 8.56	\$ 1,284.00
10	CRF - Circular Fluorescent lamp	25	\$ 3.29	\$ 82.25
11	HPS - High Pressure Sodium lamp	25	\$ 1.90	\$ 47.50
12	MH - Metal Halide lamp	25	\$ 1.90	\$ 47.50
13	MV - Mercury Vapor lamp	25	\$ 1.90	\$ 47.50
14	Ballast containing PCB's	25	\$ 4.90	\$ 122.50
15	BL - Broken lamp	10	\$ 0.90	\$ 9.00
Subtotal Fluorescent Lamps – Regular				\$ 21,604.00

GROUP E: TRUCK SERVICES (On-Site Time Only) – For information only (not part of evaluation)

Line No.	(A) Vacuum Truck Service	Estimated Units	Unit Price	Extension
1	Vacuum truck with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	\$286.65/hour	\$ 4,586.40
2	Field technician - to include PPE, supplies, etc. – On-site time only	16 hours	\$111.15/hour	\$ 1778.40
3	Pressure washer with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	\$175.50/hour	\$ 2808.00
4	Mobilization fee for work scheduled 72 hours or more in advance	1 event	\$1,521.00/event	\$ 1521.00
5	Mobilization fee for emergency response required within 6 hours (Total fee for mobilization for response – fee from line 4 not to be charged.)			\$ 1,872.00
6	Decontamination – one-time fee per event			\$ 438.75
Total Vacuum Truck Service				\$ 13,004.55

Line No.	(B) Vac-Con Truck Service	Estimated Units	Unit Price	Extension
1	Vac-Con truck with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	\$286.65/hour	\$ 4,586.40
2	Field technician - to include PPE, supplies, etc. – On-site time only	16 hours	\$111.15/hour	\$ 1778.40
3	Pressure washer with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	\$175.50/hour	\$ 2808.00
4	Mobilization fee for work scheduled 72 hours or more in advance	1 event	\$1,521.00/event	\$ 1521.00
5	Mobilization fee for emergency response required within 6 hours (Total fee for mobilization for response – fee from line 4 not to be charged.)			\$ 1,872.00
6	Decontamination - one-time fee per event			\$ 438.75
Total Vac-con Truck Service				\$ 13,004.55

TOTAL ON-SITE TRUCK SERVICES FOR GROUP E				\$ 26,009.10
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Is the Contractor willing to conduct HHW Collection Events? *Yes No

*If yes, then Contractor Responsibilities, Items 33-41 apply.

EXHIBIT D

HOUSEHOLD HAZARDOUS WASTE PROGRAM

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 1,000,000	Personal and Advertising Injury
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit (<u>Any Auto</u> or <u>Owned, Hired, and Non-Owned Autos</u>)
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D. Excess/Umbrella Liability:

	\$ 4,000,000	Per Occurrence
	\$ 4,000,000	Aggregate

E. Pollution Liability:

	\$ 4,000,000	Per Occurrence
	\$ 8,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____
Print/Type Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

Exhibit F

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term “Contractor”, as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term “Contract”, as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration’s Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the “FEMA Requirements”) apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

- 1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”. Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- (1)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
- (1)
 - (1) The Contractor certifies, by signing this Addendum, to the best of Contractor’s knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

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