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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Gloria Garcia

**EXT:** 7123

**MOTION/RECOMMENDATION:**

Award RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program to EQ Florida, Inc., Tampa.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600237-07/GMG will provide for hazardous waste management services to include identifying, characterizing, packaging, labeling, manifesting, transporting, and disposing hazardous waste and household hazardous waste and related services. Those related services may include, but are not limited to, responding to hazardous waste related emergencies and providing emergency management services. This project was publicly advertised and the County received two (2) submittals in response to the solicitation:

- Clean Harbors Environmental Services, Norwell, MA
- E Q Florida, Inc., Tampa, FL

The Evaluation Committee comprised of David Gregory, Solid Waste Manager, Environmental Services Department; Kim Ornberg, Principal Engineer, Public Works Department/Stormwater; and Tom Waters, Environmental Program Manager, Environmental Services Department, evaluated the submittals. The evaluation was based on following criteria:

**Technical Plan – 35%** - Understanding of the Scope of Services - Approach plan to support the needs and objectives of the procurement. Experience in similar projects.

**Personnel/Management Plan – 30%** - Proposed prime/subcontract relationship. Experience and qualifications of the firm/individuals, credentials and training.

**Price Proposal – 35%**- Total price reasonableness.

The agreement shall take place on the date of execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for two (2) successive one (1) year periods. Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints.

**STAFF RECOMMENDATION:**

Staff recommends that the Board award RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program to EQ Florida, Inc., Tampa.

**ATTACHMENTS:**

1. Tabulation Sheet
2. Agreement

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET- REVISED**

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

Page 1 of 1

RFP NUMBER: RFP-600237-07/GMG  
 RFP TITLE: Seminole County Household Hazardous Waste (HHW) Program  
 DUE DATE: September 19, 2007 at 2:00 P.M.

	<b>Response 1</b>	<b>Response 2</b>
	Clean Harbors Environmental Services 42 Longwater Drive PO Box 9149 Norwell, MA 02061  (407) 489-8888– Phone (781) 792-5938– Fax Jerry Correll – Senior Vice President	EQ Florida, Inc. 7202 E. 8 <sup>th</sup> Ave. Tampa, FL 33619  (800) 624-5302 – Phone (813) 628-0842– Fax Curt DeBrunner – Account Executive
Qualifications and Experience	Included	Included
Price Proposal – Group A	\$ 6,345.60	\$ 7,440.00
Compliance with Public Records	Included	Included
Conflict of Interest Statement	Included	Included
Group B	\$106,427.45	\$ 94,360.50
(Group C-N/A) Group D	\$ 5,601.10	\$ 786.25
Group E	\$ 11,596.00	\$ 9,120.00
<b>Totals</b>	<b>\$129,970.15</b>	<b>\$111,706.75</b>

**The evaluation criteria is as follows:**

- Technical Plan – 35%**
- Personnel/Management Plan – 30%**
- Price Proposal – 35 %**

Tabulated by Gloria M. García, Senior Procurement Analyst (Posted 9/20/2007)  
 Evaluation Committee Meeting: November 5, 2007 at 10:00 AM; Central Transfer Station Conf. Room  
 Recommendation of award: EQ Florida, Inc Posted: November 5, 2007  
 BCC Award Date: December 11, 2007

**TERM CONTRACT FOR SEMINOLE COUNTY HOUSEHOLD  
HAZARDOUS WASTE PROGRAM SERVICES  
(RFP-600237-07/GMG)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **EQ FLORIDA, INC.**, duly authorized to conduct business in the State of Florida, whose corporate address is 36255 Michigan Avenue, Wayne, Michigan 48184, and whose Florida address is 7202 East Eighth Avenue, Tampa, Florida 33619, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "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 household hazardous waste program 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 household hazardous waste program services, and COUNTY and desires to provide services according to the terms and conditions stated herein,

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

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

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be 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 SERVICES.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for delivery of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall 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 services to be provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**SECTION 5. COMPENSATION.** COUNTY agrees to compensate CONTRACTOR

for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for household hazardous waste program services.

**SECTION 6. PAYMENT AND BILLING.**

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall 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 services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

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

The original invoice and one (1) copy shall be sent to:  
Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:  
Environmental Services Department  
Solid Waste Management Division  
1950 State Road 419  
Longwood, Florida 32750

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

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

(a) Upon satisfactory delivery of services required hereunder and upon acceptance of the 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. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

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

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

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement,

CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 8. RESPONSIBILITIES OF CONTRACTOR.** Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and 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 services furnished under this Agreement.

**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. 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 services 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 shall 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 Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of 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.

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

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

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not

be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** 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 shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such  fee, commission, percentage, gift, or consideration.

**SECTION 13. CONFLICT OF INTEREST.**

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

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

Agreement.

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

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

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

**SECTION 17. INSURANCE.**

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability

Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

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

(1) Companies issuing policies other than Workers'

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

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company. The Business Auto Policy may be issued by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

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

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

CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is  to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

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

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall 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, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The CONTRACTOR shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	 <u>LIMITS</u>
General Aggregate	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability

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

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

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

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

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

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

**SECTION 18. DISPUTE RESOLUTION.**

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

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

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

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

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

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

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

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

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

**SECTION 22. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting 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 to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 23. EMPLOYEE STATUS.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted

to COUNTY'S officers and employees either by operation of law or by COUNTY.

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

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

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

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

following as the respective places for giving of notice, to-wit:

**FOR COUNTY:**

Environmental Services Department  
Solid Waste Management Division  
1950 State Road 419  
Longwood, FL 32750

**FOR CONTRACTOR:**

EQ Florida, Inc.  
7202 E. Eighth Avenue  
Tampa, FL 33619

**SECTION 28. 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.

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

ATTEST:

EQ FLORIDA, INC.

\_\_\_\_\_  
KENNETH WUNDERLICH  
Secretary

By: \_\_\_\_\_  
DAVID M. LUSK  
President

(CORPORATE SEAL)



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

**Attachments:**

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

AEC:jjr  
11/9/07  
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## EXHIBIT A

### Description of Services

Seminole County is currently soliciting proposals for a term contract for hazardous waste management services. The successful Contractor will be responsible for all labor, materials, equipment, incidentals and logistical support services to insure the proper identification, containment, collection, handling, consolidation, packaging, transportation, treatment, storage, and disposal of hazardous 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.

#### **BACKGROUND:**

Seminole County (County) is located in Central Florida and has a population of approximately 400,000 residents. The County desires to engage a contractor to provide hazardous waste management services that include identifying, characterizing, packaging, labeling, manifesting, transporting, and disposing of hazardous 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.

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). The County expects to conduct a minimum of one (1) HHW Collection Event per fiscal year. The County operates two (2) fixed site HHW Collection Centers. The Collection Centers are located at the Seminole County Central Transfer Station and the Seminole County Osceola Road Landfill. The Central Transfer Station is open Monday through Saturday for ten (10) hours per day and the Osceola Road Landfill is open Sunday through Saturday for ten (10) hours per day. The contractor shall provide hazardous waste management services to the County at the two fixed site locations. Shed cleanouts and other services are conducted at each of these locations approximately quarterly and possibly more frequently. CESQG collection events will also be conducted quarterly under this contract. SQG's will be provided 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 CESQG's and SQG's. HHW is excluded from regulation 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. ***CESQG*** – Conditionally Exempt Small Quantity Generator
3. ***COPCN*** – Certificate of Public Convenience and Necessity issued by the Seminole County Solid Waste Management Division
4. ***DEP*** – Florida Department of Environmental Protection
5. ***DOT*** – Department of Transportation

6. **ECAP3** – Environmental Compliance, Assistance and Pollution Prevention Program, the group within the Seminole County Solid Waste Management Division that manages the HHW program.
7. **EPA** – United States Environmental Protection Agency
8. **FDEP** – Florida Department of Environmental Protection
9. **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.
10. **Fuel Blending** –The use of flammable wastes, through processing or combining with other flammable wastes, to produce a fuel for energy recovery.
11. **HHW** – Household Hazardous Waste
12. **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.
13. **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.
14. **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. Certificate of Public Convenience and Necessity issued by the Seminole County Solid Waste Management Division
15. **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.)
16. **OSHA** – Occupational Safety and Health Administration
17. **Other Users** – CESQG, SQG, Universal Waste Generators
18. **RCRA** – Resource Conservation and Recovery Act
19. **Recycling** –The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
20. **SQG** – Small Quantity Generator
21. **SWMD** – The Solid Waste Management Division of Seminole County
22. **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.
23. **TSDF** – Transfer, Storage and Disposal Facility recognized and permitted under RCRA
24. **Universal Waste** – Batteries, mercury containing thermostats, thermometers and lamps, mercury containing equipment.
25. **Universal Waste Generators** – Businesses that generate universal waste.
26. **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 of hazardous 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) day a week emergency contact number.
5. 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.
6. The Contractor shall respond to County Emergency Response requests (other than natural or man made disasters) within six (6) hours of receiving County notification.
7. The Contractor shall package all materials in the smallest, most economical sized DOT 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 DOT shipping requirements.
9. 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.
10. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22 Revised 3/2005) 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.
11. 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
12. 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.
13. The Contractor shall provide the County with a completed invoice within thirty (30) calendar days of waste being transported off-site.
14. 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 non-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.

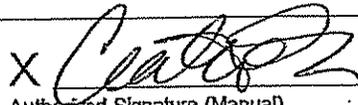
15. The Contractor is solely responsible for complying with all requirements mandated by designated USEPA permitted Treatment, Storage or Disposal (TSD) facilities regarding labeling, manifesting, packaging, segregation and transportation of hazardous waste and other regulated materials to ensure acceptance of collected wastes at the final disposal site.
16. 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 en-route are complied with.
17. 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.
18. The Contractor is responsible to ensure and document that all Mercury collected in Seminole County 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.
19. The Contractor shall notify the County within three 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.
20. The Contractor's Project Manager assigned to this project must have 2 years experience and Field Chemist qualifications.
21. For this agreement, Field Chemists must possess a four (4) year college degree in Chemistry, Environmental Science or other related discipline.
22. All Contractor personnel assigned to this contract will have current training and/or certifications pursuant to EPA, OSHA, DOT and other regulatory agencies to manage and transport hazardous waste.
23. 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.
24. 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.
25. 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.
26. 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 Conditionally Exempt Small Quantity Generator (CESQG) collection events per fiscal year.
27. The Contractor will provide a fully trained crew sufficient to adequately conduct the event including, if necessary, 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.
28. 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. The Contractor shall also provide safety

- equipment necessary to protect Contractor personnel and workers provided by the County. 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.
29. The Contractor must be set up and completely operational at least thirty (30) minutes prior to the event being open. The contractor shall maintain good housekeeping within the site throughout the event. The Contractor shall appropriately clean the site after every collection event.
  30. 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.
  31. In the event that hazardous waste must remain on-site overnight during any collection event, the Contractor shall provide security personnel to insure that the waste is not disturbed or tampered with.
  32. 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.
  33. The Contractor crew will include a Project Manager who must be on-site at all times during the operation of the event.
  34. The Contractor shall be responsible for providing all services necessary to insure the proper identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of hazardous waste received from CESQGs. This includes CESQG hazardous waste received at scheduled CESQG collection events and/or any CESQG hazardous waste received at a HHW collection event. The Contractor will bill the CESQG directly and the CESQG shall pay all costs incurred for these services.
  35. The contractor shall charge CESQGs and SQGs within Seminole County the prices indicated in the price proposal.
  36. The Contractor shall, through mutual agreement with County staff, develop and implement "milk run" collections for SQGs and CESQGs that generate hazardous waste within the County and that desire to use the County Contractor to provide hazardous waste disposal services.
  37. The County shall not be responsible for the collection, packaging, shipping, transportation, or disposal of CESQG hazardous waste accepted by the Contractor, nor for the cost incurred by the Contractor in the performance of this work.
  38. The Contractor shall provide all participating CESQGs with Uniform Hazardous Waste Manifests (USEPA Form 8700-22 Revised 3/2005) or other acceptable documentation demonstrating that they have shipped their hazardous waste for proper disposal.
  39. 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.

#### **COUNTY'S RESPONSIBILITIES:**

1. 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.

2. The County reserves the right to cancel or reduce the hours of operation of any scheduled collection event.
3. 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 lights, other mercury containing devices, latex paint, batteries, solid waste (i.e., trash, litter) and other waste, unless the Contractor provides a more cost effective alternative.
4. Electronics recycling is not part of this contract.
5. The County, at its sole discretion, may schedule as many collection events as it desires, or no collection events if it desires.

<b>SUBMIT PROPOSALS TO:</b> Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 <b>Attn.: PURCHASING DIVISION</b>	<b>REQUEST FOR PROPOSALS</b>  and Proposer Acknowledgment
<b>Contact:</b> Gloria M. Garcia, CPPB Senior Procurement Analyst 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov	<b>RFP-600237-07/GMG</b> <b>Seminole County Household</b> <b>Hazardous Waste (HHW)</b> <b>Program</b>
<b>Pre-Proposal Meeting : August 27, 2007</b> <b>Pre-Proposal Meeting Time: 1:00 P.M.</b> <b>(1:15 PM - cut-off time for attendance)</b>	<b>Location of Pre-Proposal Meeting:</b> Purchasing & Contracts Conference Room County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
<b>Proposal Due Date: September 19, 2007</b> <b>Proposal Due Time: 2:00 P.M.</b>	<b>Location of Public Closing:</b> County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
<b>Proposer Name:</b> EQ Florida, Inc	<b>Federal Employer ID Number or SS Number:</b> 20-0414157
<b>Mailing Address:</b> 7202 E. 8th Ave.	If returning as a "No Submittal", state reason (if so, return only this page):
<b>City, State, Zip:</b> Tampa, FL 33619	
<b>Type of Entity: (Circle one)</b> <input checked="" type="radio"/> Corporation    Partnership <input type="radio"/> Proprietorship    Joint Venture	X  Authorized Signature (Manual)
<b>Incorporated in the State of:</b> FL	<b>Typed Name:</b> Curt DeBrunner
<b>Telephone Number:</b> (813) 319-3426	<b>Title:</b> Account Executive
<b>Toll Free Telephone Number:</b> (800) 624-5302	<b>Date:</b> 9/19/07 813-495-1060
<b>Fax Number:</b> (813) 628-0842	

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

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

**Section 5  
Revised Price Proposal per Addendum #1**

**PROJECT: SEMINOLE COUNTY HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM**

**COUNTY CONTRACT NO. RFP-600237-07/GMG**

Name of Proposer: EQ Florida, Inc.

Mailing Address: 7202 E. 8<sup>th</sup> Ave.

Street Address: 7202 E. 8<sup>th</sup> Ave.

City/State/Zip: Tampa, FL 33619

Phone Number: (813) 319-3426

FAX Number: (813) 628-0842

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

The Proposer shall submit pricing for all unit prices shown below. These prices shall be for disposal at RCRA permitted facilities only (except, appropriate permitted facilities may be used for non-hazardous antifreeze and used oil and water mixtures, only).

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 DOT 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 DOT shipping requirements, be sound and free of pinholes 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 gallon of container size must be provided (except for Reactives which are priced per pound of individual item before packaging). The prices will be applied to packaged containers as follows:  
**Example 1:**  
 Unit price = \$2, container size = 55 gallon  
 Total price for container = \$2 x 55 = \$110

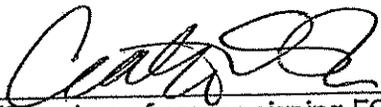
**Example 2:**  
 Unit price = \$10, container size = 5 gallon  
 Total price for container = \$10 x 5 = \$50

**PRICE PROPOSAL BREAKDOWN PER GROUP:**

SUBTOTAL FOR TOTAL GROUP A: \$ 7,440.00  
 SUBTOTAL FOR TOTAL GROUP B: \$ 94,359.50  
 SUBTOTAL FOR TOTAL GROUP C: N/A (FOR INFORMATION ONLY)  
 SUBTOTAL FOR TOTAL GROUP D: \$ 786.25  
 SUBTOTAL FOR TOTAL GROUP E: \$ 4,160.00

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 19<sup>th</sup> day of September, 2007

CP Florida, Inc.  
(Name of PROPOSER)

  
(Signature of person signing FORM)

Curt DeBrunner  
(Printed name of person signing FORM)

Revised Price Proposal Forms Per Addendum #1

GROUP A: LABOR CHARGES

Line No.	Description	Estimated Hours	Unit price	Extension
1	Project Manager	32	45.00	1,440
2	Chemist	60	50.00	3,000
3	Technician	100	30.00	3,000
4	Mobilization fee for emergency response	1	0.00	
TOTAL CHARGES FOR GROUP A				7,440

GROUP B: WASTE MANAGEMENT CHARGES

Line no.	Description	Type of Packing	Estimated Gallons	Price/gallon	Extension
1	Absorbent contaminated w/hazardous waste	bulk	55	3.20	176
2	Absorbents contaminated with used oil	bulk	55	2.00	110
3	Adhesives/caulk , containers in drums	bulk	55	3.20	176
4	Aerosols, containers in drums	bulk	3,850	3.00	11,550
5	Amines/flammable corrosives	bulk	55	3.00	165
6	Amines/flammable corrosives	lab pack	2,200	3.20	7,040
7	Antifreeze	bulk	1,100	1.00	1,100
8	Brake fluid	bulk	220	1.00	220
9	Gasoline – waste & related waste fuel	bulk	1,650	1.00	1,650
10	Oily sludge	bulk	110	2.00	220
11	Oily wastewater – Oil mixed w/ water	bulk	1,375	1.00	1,375
12	Used motor oil	bulk	700	1.00	700
13	Used oil filters	bulk	550	1.50	825
14	Waste cooking oil	bulk	1,100	1.00	1,100
15	Chlorinated solvents	bulk	55	3.00	165
16	Chlorinated solvents	lab pack	55	3.00	165
17	Corrosive liquids	bulk	20	3.00	60
18	Corrosive liquids	lab pack	2,750	3.00	8,250
19	Corrosive solids	bulk	55	3.00	165
20	Corrosive solids	lab pack	440	2.00	880
21	Cyanides	lab pack	55	5.00	275
22	Dioxin related, household material	lab pack	20	5.00	100

Line no.	Description	Type of Packing	Estimated Gallons	Price/gallon	Extension
23	Flammable liquid, <1 inch solids	bulk	550	2.00	1,100
24	Flammable liquid, 1 - 18 inches solids	bulk	55	2.00	110
25	Flammable liquids, > 18 inches solids	bulk	55	4.00	220
26	Flammable liquid	lab pack	4,235	1.50	6,352.50
27	Flammable solid	bulk	55	5.00	275
28	Flammable solids	lab pack	660	4.00	2,640
29	Isocyanates	lab pack	110	5.00	550
30	PCB containing material	bulk	55	5.00	275
31	PCB containing material	lab pack	55	5.00	275
32	Latex paint	bulk	1,100	1.00	1,100
33	Latex paint	loose pack	1,100	1.00	1,100
34	Mercury, metallic	lab pack	5	20	100
35	Mercury containing solids	bulk	5	20	100
36	Mercury containing solids	lab pack	30	20	600
37	Mercury containing solutions	lab pack	5	20	100
38	Non-regulated solids (NRS)	bulk	55	1.00	55
39	Non-regulated solids (NRS)	lab pack	55	1.00	55
40	Oxidizers	bulk	55	5.00	275
41	Oxidizers (including organic peroxides)	lab pack	550	5.00	2,750
42	Oil-base paint, containers in drums	loose pack	3,300	3.00	9,900
43	Oil-base paint <6 inches solids	bulk	825	2.00	1,650
44	Oil-base paint 6-18 inches solids	bulk	1,100	2.00	2,200
45	Oil-base paint >18 inches solids	bulk	1,650	4.00	6,600
46	Toxic (including pesticides), solid	bulk	55	5.00	275
47	Toxic (including pesticides), liquid	bulk	55	5.00	275
48	Toxic (including pesticides)	lab pack	6,050	3.00	18,150
49	Roof tar without asbestos	loose pack	55	5.00	275
50	Roof tar with asbestos	loose pack	55	5.00	275
51	Reactive	pound	25	10.00	250
<b>TOTAL CHARGES FOR GROUP B</b>					<b>94,359.50</b>

**GROUP C: GENERAL SUPPLIES & TRANSPORTATION – For information only (not part of evaluation)**

Line No.	Description	Units	Unit Price
1	1 gallon plastic w/ removable head	DOT Container	10.00
2	1 gallon metal w/ removable head	DOT Container	10.00
3	5 gallon plastic removable head	DOT Container	10.00
4	20 gallon fiber removable head	DOT Container	20.00
5	20 gallon steel removable head	DOT Container	20.00
6	30 gallon plastic	DOT Container	30.00
7	30 gallon steel	DOT Container	30.00
8	55 gallon plastic	DOT Container	35.00
9	55 gallon steel, removable head	DOT Container	35.00
10	85 Gallon overpack/salvage steel	DOT Container	120.00
11	85 Gallon overpack/salvage plastic	DOT Container	120.00
12	1 cubic yard container with liner & skid	DOT Container	100.00
13	Transportation price per drum for milk runs only	Per Drum	\$ 25.00
14	Transportation price per pallet sized item for milk runs only	Per Pallet	\$ 100.00

**GROUP D: FLUORESCENT TUBES**

Line No.	a) Fluorescent Tubes - Regular	Estimated Units (Lamps)	Unit Price	Extension
1	F4 - Fluorescent lamps 4 ft	3,500	0.15/ea	525.00
2	F5 - Fluorescent lamps 5 ft - 9 ft	500	↓	75.00
3	F10 - Fluorescent lamps 10 ft	25	↓	3.75
4	F12 - Fluorescent lamps 12 ft	25	↓	3.75
5	SF4 - Shielded Fluorescent lamps 4 ft	25	↓	3.75
6	SF5 - Shielded Fluorescent lamps 5 - 9 ft	25	↓	3.75
7	UF4 - U Shaped Fluorescent lamps	50	↓	7.50
8	CFL - Compact Fluorescent lamp	50	↓	7.50
9	CFB - Compact Fluor lamp w/ ballast	150	↓	22.50
10	CRF - Circular Fluorescent lamp	25	↓	3.75
11	HPS - High Pressure Sodium lamp	25	↓	3.75
12	MH - Metal Halide lamp	25	1.00/ea	25.00
13	MV - Mercury Vapor lamp	25	↓	25.00
14	Ballast containing PCB's	25	↓	25.00
15	BL - Broken lamp	10	↓	10.00
<b>Subtotal Fluorescent Tubes – Regular</b>				<b>\$ 745.00</b>

Line No.	b) Fluorescent Tubes – Coated Tanning Salons, etc.	Estimated Units (Lamps)	Unit Price	Extension
16	F4 - Fluorescent lamps ≤4 ft	100	0.15/ea	15.00
17	F5 - Fluorescent lamps >4 ft - 6 ft	100	↓	15.00
18	F10 - Fluorescent lamps >6 ft - 8 ft	25		3.75
19	MV - Mercury Vapor lamp	25		3.75
20	BL - Broken lamp	25		3.75
Subtotal Fluorescent Tubes – Coated				
<b>TOTAL CHARGES FOR GROUP D</b>				<b>41.25</b>

**GROUP E: TRUCK SERVICES (On-Site Time Only)**

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	95 /hour	1,520.
2	Field technician - to include PPE, supplies, etc. – On-site time only	16 hours	55 /hour	880
3	Pressure washer with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	85 /hour	1,360
4	Mobilization fee for work scheduled 72 hours or more in advance	2 events	200/event	400
5	Mobilization fee for emergency response required within 6 hours (Total fee for mobilization for response – fee from line 4 not to be charged.)			200
6	Decontamination - one time fee per event			200
	<i>(lines 7 &amp; 8 were eliminated)</i>			
<b>Total Vacuum Truck Service</b>				<b>4,160.00</b>

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	95/hour	1,520.
2	Field technician - to include PPE, supplies, etc. - On-site time only	16 hours	55/hour	880
3	Pressure washer with operator/driver - to include PPE, supplies, etc. - On-site time only	16 hours	85/hour	1,360
4	Mobilization fee for work scheduled 72 hours or more in advance	2 events	200/event	400
5	Mobilization fee for emergency response required within 6 hours (Total fee for mobilization for response -- fee from line 4 not to be charged.)			200
6	Decontamination - one time fee per event			200
	(Lines 7 and 8 were eliminated)			
<b>Total Vac-con Truck Service</b>				
<b>TOTAL ON-SITE TRUCK SERVICES E</b>				4,160.00

TAX EXEMPTION NUMBERS

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

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

Page 1

**ORDER NUMBER:**

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

ORDER TYPE: OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

**EXHIBIT B**

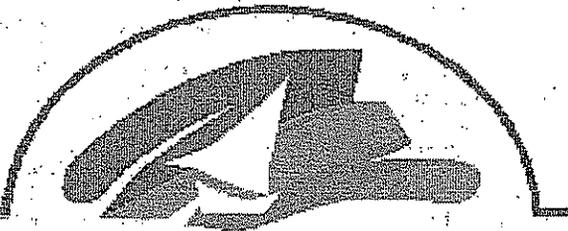
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Blank area for Exhibit B content.

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p><b>SAMPLE PURCHASE ORDER</b></p>  <p><b>SEMINOLE COUNTY</b> FLORIDA'S NATURAL CHOICE</p>					

REQUESTING  
DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION  
POST OFFICE BOX 8080  
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS