

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
WASTE PRO OF FLORIDA, INC., FOR  
TRANSFER STATION HAULING SERVICES**

**ITB # 25-534B**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Waste Pro of Florida, Inc., a Florida Profit Corporation, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an Invitation to Bid (ITB) #25-534 seeking firms or individuals qualified to provide transfer station hauling services for the COUNTY; and

**WHEREAS**, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

**WHEREAS**, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1. LEGAL FINDINGS.**

**1.1 Legal Findings of Fact.** The foregoing recitals are hereby confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**ARTICLE 2. PURPOSE.**

**2.1 Purpose.** The purpose of this Agreement is for the CONTRACTOR to provide transfer station hauling services and related services ("the Service") for the COUNTY as detailed in the Scope of Work, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure. Although this solicitation and resultant contract identifies specific locations for services, it is hereby agreed and understood that COUNTY may add additional service locations to this Agreement at the option of COUNTY. Any additional sites will be added to this Agreement through a signed amendment.

**ARTICLE 3. SCOPE OF SERVICES.**

**3.1 Scope.**

**A.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Forms, and CONTRACTOR'S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

**B.** Services provided by CONTRACTOR under this Agreement will be provided to COUNTY on an as-needed basis and as described in the Scope of Work.

**C.** All work must be performed in accordance with good commercial practice and in accordance with the Scope of Work, as well as any project-specific documents, and exhibits or attachments thereto; the CONTRACTOR'S project proposal; and this Agreement. The work schedule and completion dates must be adhered to by the CONTRACTOR. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed is in accordance with the requirements and intent of the contract documents.

**D.** The CONTRACTOR will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents.

**3.2 Effective Date and Term.**

**A.** This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (the "**Effective Date**").

**B.** The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

**3.3 Continuation of Work.** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

**3.4 Contract Extension.** The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR

**3.5 Open Quantity Contract.** CONTRACTOR acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other contractor(s) or to procure needed services separately utilizing the COUNTY'S procurement procedures.

**3.6 Licenses and Permits.** CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

**3.7 Intent of the Contract Documents.**

**A.** For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement, as well as any project-specific scopes of work and documents.

**B.** It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

**C.** The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

**D.** Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and

executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

**3.8 Errors and Omissions.** The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

**3.9 Liquidated Damages.**

**A.** The COUNTY and the CONTRACTOR recognize that, due to the nature of the Services provided under this Agreement, the COUNTY will suffer financial loss if the work is not completed per the Scope of Work. The COUNTY will be entitled to assess Liquidated Damages, but not as a penalty, for failure to perform required Services, as set forth in the Scope of Work, attached as part of **Exhibit A (Composite)**. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The Parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

**B.** The Liquidated Damages will be as set forth in **Exhibit A (Composite)**, attached hereto and incorporated herein.

**C.** The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum.

**3.10 Accident Notification.** If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall, as soon as possible, inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

**3.11 State Funding – Employment of State Residents.** CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assignment to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to

honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

**3.12 Contractor Personnel / Team Composition.**

**A.** The CONTRACTOR shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the Agreement documents.

**B.** When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

**C.** E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

**D.** No alcoholic beverages or drugs are permitted. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

**E.** Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. CONTRACTOR'S employees must wear identification.

**F.** Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service.

**G.** Background Checks. CONTRACTOR shall comply with COUNTY'S policy regarding drug screening and background checks. CONTRACTOR'S performance under this contract is conditioned upon successfully passing the drug screening, and background check, which shall be coordinated with COUNTY. In the event that COUNTY is required to comply with a drug screening policy other than its own, or be required to conduct further background checks, including, but not limited to, finger printing, by virtue of an agreement between COUNTY and a third party under which CONTRACTOR will provide Services, CONTRACTOR shall comply with the requirements as set out in the agreement between COUNTY and the third party, and the COUNTY shall provide all necessary consents and releases to the CONTRACTOR.

**H. State Funding – Employment of State Residents.** CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assignment to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

**3.13 Subcontractors.** CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them. Subcontracting without the prior written consent of COUNTY may result in termination of the Agreement for default.

**3.14 Conditions.** The CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, but is not limited to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site(s); the character of equipment and facilities needed preliminary to and during the completion of the Service. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY.

**3.15 Emergencies.** Dependent on COUNTY need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the

twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

**3.16 Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third-party.

**3.17 Changes in the Scope of Services.**

**A.** The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

**B.** The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

**C.** If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

**D.** For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to (i) the CONTRACTOR'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

**E.** The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

**F.** Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

**G.** Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

**H.** Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

#### **ARTICLE 4. PAYMENT.**

**4.1 Pricing.** Payment shall be arrived at utilizing the rates set forth in CONTRACTOR'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**. COUNTY will pay, and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**. Agreement prices will prevail for the full duration of the Agreement.

**4.2 Invoicing.** CONTRACTOR will submit accurate, itemized invoices to the COUNTY on a monthly basis reflecting the work provided to COUNTY under this Agreement during the prior month to the Office of Solid Waste at [solidwasteinvoices@lakecountyfl.gov](mailto:solidwasteinvoices@lakecountyfl.gov). The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment.

**A.** Services provided under this Agreement shall be based on either time and material rates, or lump sum rate based as indicated in the Pricing Schedule (**Exhibit B**). When time and material rates are specified in a contract rather than a lump sum the pricing section shall include the hours of labor, labor rate (based on the pricing herein), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments.

**B.** Where applicable to the pricing provided in **Exhibit B**, invoices shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

C. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

D. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**4.3 Improper Payment Requests and Invoice Disputes.** Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

**4.4 Grant Funding.**

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

B. CONTRACTOR understands and agrees that it may be required to provide hauling services following a natural disaster under this Agreement and that such services shall require CONTRACTOR to adhere to the additional Federal Emergency Management Agency (FEMA) terms and conditions attached hereto and incorporated herein as **Exhibit C**.

**ARTICLE 5. COUNTY RESPONSIBILITIES.**

**5.1** COUNTY shall pay in accordance with the provisions set forth in this Agreement.

**5.2** COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

**5.3 Project Manager.** COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The

COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

**ARTICLE 6. GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.**

**A. Termination for Convenience.** This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

**B. Termination for Cause.** This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

**C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

**6.2 Assignment of Agreement.** This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

**6.3 Insurance.** CONTRACTOR shall provide insurance as set forth in **Exhibit D.**

**6.4 Indemnification.** To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**6.5 Non-Collusion.** CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

**6.6 Prohibition against contingent fees.** CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

**6.7 Contracting with County Employees.** Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

**6.8 Conflict of Interest.** CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**6.9 State Registration Requirements.** CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

**6.10 Contractor as Prime.** CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

**6.11 Subcontracting.** CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

**6.12 Disadvantaged Businesses.** The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**6.13 Additional Services & Non-Exclusivity.** Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

**6.14 Other Departments.** Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

**6.15 Other Agencies.** Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONTRACTOR consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**6.16 Warranties.** All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by

any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

**6.17 Deficiencies in Work.** CONTRACTOR shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Agreement documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S Project Manager. CONTRACTOR must bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY may place the CONTRACTOR in default, obtain the services of another CONTRACTOR to correct the deficiencies, and charge the incumbent CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**6.18 County is Tax Exempt.** When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. ([https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax\\_Exemption\\_Form.pdf](https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf)). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the COUNTY'S Tax Exemptions in securing such materials.

**6.19 Shipping Terms, F.O.B. Destination.** The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

**6.20 Acceptance of Goods or Services.** The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in

any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

**6.21 Estimated Quantities.** CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**6.22 Additional Locations.** While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any COUNTY department or facility may be added or deleted to the Contract at the option of the COUNTY. The location change will be addressed by formal Contract modification. The COUNTY may obtain price quotes for the additional facilities from other vendors if fair and reasonable pricing is not obtained from CONTRACTOR, or for other reasons at the COUNTY'S sole discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONTRACTOR.

**6.23 Similar or Ancillary Items.** While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY may request price quotes from all Contractors under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**6.24 Accuracy.** CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement.

**6.25 Safety.** CONTRACTOR is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. CONTRACTOR shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with COUNTY personnel. This person must be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the Project Manager.

**6.26 Safety Data Sheets.** The CONTRACTOR is responsible to ensure the COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous

material. The CONTRACTOR shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

**6.27 Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

**6.28 Cleanup.** If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

**6.29 Protection of Property.** All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted services by the CONTRACTOR while providing goods or services under this Agreement. CONTRACTOR will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR.

**6.30 Certificate of Competency, Licensure, Permits, and Fees.**

**A.** CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

**B.** CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

**C.** CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

**6.31 Truth in Negotiation Certificate.** For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

**6.32 Independent Contractor.** CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

**6.33 Responsibility as Employer.** CONTRACTOR shall provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR may be required to wear appropriate identification.

**6.34 Retaining Other Contractors.** Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.35 Minimum Wage.** The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher

**6.36 Price Redeterminations.** CONTRACTOR may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within thirty (30) calendar days of the anniversary of the Effective Date of this Agreement and only after the Agreement has been in effect for at least one (1) year. Unless otherwise set forth in this Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site (<https://www.bls.gov/data/>). CONTRACTOR may petition for price redetermination for CONTRACTOR'S minimum wage employees should the minimum wage increase during the Agreement Term. Upon verification, the COUNTY may, in its sole discretion, grant an increase matching the minimum wage increase. If the COUNTY and the CONTRACTOR cannot

agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six (6) months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

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

**6.38 Right to Audit.** The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

**A.** If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

**B.** If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

**6.39 Public Records.**

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

**B.** Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES,**

**315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT  
352-343-9424 OR VIA EMAIL AT  
[PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

**D.** Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

**E.** Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

**6.40 Confidential and/or Exempt Information.** CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

**6.41 Copyrights.** Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

**6.42 Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

**6.43 Compliance with Federal Standards.** All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**6.44 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

**6.45 Claims and Disputes.**

**A.** Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

**B.** The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

**C.** Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

**D.** Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

**E.** Arbitration will not be considered as a means of dispute resolution.

**F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad

faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**6.46 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

**6.47 Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.48 Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

**6.49 Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

**6.50 Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

**6.51 Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida

Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

**6.52 Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

**6.53 Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**6.54 Compliance with Human Trafficking Laws.** Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

**6.55 Certification Regarding Scrutinized Companies.** By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of \$1

million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**6.56 Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from: engaging in severe forms of trafficking in persons during the period of performance of the contract; procuring commercial sex acts during the period of performance of the contract; using forced labor in the performance of the contract; destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arranging housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

#### **ARTICLE 7. MISCELLANEOUS PROVISIONS.**

**7.1 Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

**7.2 Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

**7.3** This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

**7.5 No Waiver.** The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

**7.6 Civil Rights Act.** During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S

employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**7.7 Compliance with Applicable Laws.** The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

**7.8 Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

**7.9 Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

**7.10 Notices.** Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

**If to CONTRACTOR:**

Waste Pro of Florida, Inc.  
Attn: Erik Sankey, Reginal VP  
20344 U.S. Highway 27  
Clermont, Florida 34715

***With a Copy to:***

Waste Pro of Florida, Inc.  
2101 West S.R. 434  
3<sup>rd</sup> Floor  
Longwood, Florida 32779

**If to COUNTY:**

Lake County Manager  
315 West Main Street  
P.O. Box 7800  
Tavares, Florida, 32778

***With a Copy to:***

Lake County Attorney  
315 West Main Street, Suite 335  
P.O. Box 7800  
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

**ARTICLE 8. SCOPE OF AGREEMENT.**

**9.1** This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

**9.2** This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A (Composite)..... Scope of Services, Addenda, Submittal Forms (16 pages).
- Exhibit B ..... Pricing Schedule (1 page).
- Exhibit C ..... FEMA Required Terms and Conditions (12 pages).
- Exhibit D ..... Insurance Requirements (2 pages).

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

**CONTRACTOR**

WASTE PRO OF FLORIDA, INC.

  
\_\_\_\_\_  
Erik Sankey, Regional Vice President

This 16 day of March, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its  
County Manager

Jennifer Barker  
Jennifer Barker

This 30 day of March, 2026.

Approved as to form and legality:

Melanie Marsh 3/27/24  
Melanie Marsh  
County Attorney

**SOLID WASTE TRANSFER STATION COLLECTION SERVICES****1. SCOPE OF WORK**

1.1. Contractor(s) shall transport Class I and Class III solid waste materials loaded into 20 cubic yard and 40 cubic yard containers owned by Lake County.

1.1.1. Materials are collected at six drop-off centers located throughout Lake County.

1.1.2. Transportation service will be utilized on an as needed basis.

1.1.2.1. There is no guarantee of any quantity.

1.1.2.2. Contractor shall provide services when ordered.

1.2. This material will be taken to the Heart of Florida Landfill (HOF) located at 1032 County Road 529, Lake Panasoffkee, FL. 33538.

1.2.1. Disposal fees charged by Heart of Florida shall be the County's responsibility.

**2. DROP-OFF CENTERS**

2.1. Contractor shall service the drop-off centers, except for Central, on days they are closed to avoid operation disruption.

2.2. Drop-off Center Locations.

2.2.1. Central Facility  
13130 County Landfill Road  
Tavares, FL 32778

2.2.2. Astor  
54711 Astor Transfer Station Road  
Astor, FL 32102

2.2.3. Clermont  
10435 Loghouse Road  
Clermont, FL 34711

2.2.4. Lady Lake  
1200 Jackson Street  
Lady Lake, FL 32158

2.2.5. Paisley  
25014 Rancho Lane  
Paisley, FL 32767

2.2.6. Pine Lakes  
32520 West State Road 44  
DeLand, FL 32720

2.3. Drop-off Center Hours of Operations.

2.3.1. Central Facility is open six days per week, closed on Sunday with Contractor access at 7am. Empty containers shall be returned before 5pm unless Contractor is provided prior, written approval by County.

2.3.2. Astor is open on Tuesday and Saturday.

2.3.3. Lady Lake is open on Wednesday and Saturday.

**EXHIBIT A – SCOPE OF WORK**  
**SOLID WASTE TRANSFER STATION COLLECTION SERVICES**

25-534

- 2.3.4. Clermont is open on Tuesday, Thursday, and Saturday.
- 2.3.5. Paisley is open on Wednesday and Saturday.
- 2.3.6. Pine Lakes is open Thursday and Saturday.

**3. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 3.1. Be licensed and fully competent in all aspects of work in a safe manner.
  - 3.1.1. Employ only skilled, qualified workers.
  - 3.1.2. Drivers must have the appropriate Florida Commercial Driver's License for the vehicle(s) used in providing transportation services.
- 3.2. Respond to County's request for service within 24 hours of notification by providing transportation services, except for Sundays. All empty containers are to be returned the same day picked up.
  - 3.2.1. When two or more 20-cubic-yard containers at a drop-off center need to be emptied, a grapple truck must be used to complete the task.
- 3.3. Be given the combination to the entrance gate locks to gain access to the drop-off centers on days they are closed.
  - 3.3.1. Contractor shall be responsible for closing the gate after entering the drop-off center to prevent others from entering.
  - 3.3.2. Contractor shall reopen the gate to exit and confirm the lock is locked before leaving the gate area. If more than one lock is on the gate, the locks should be locked together with the chain being locked in the last lock to the right and left.
- 3.4. Inspect all containers before and after being loaded on Contractor's truck for transport. Inspect for containers for damage, worn out/broken parts, or any deficiencies which may make transport of any County-owned container(s) unsafe for transport. Contractor is responsible for determining whether containers are safe for transport and shall immediately notify County if containers are unsafe for transport.
  - 3.4.1. Contractor shall immediately notify the Lake County Office of Solid Waste.
  - 3.4.2. County point of contact in preference order: Jimmy Wise 352-253-1664, Johnny Taylor 352-253-1684, or the main office number is 352-343-3776. County may provide alternate or replacement contacts to Contractor during the term of this Agreement.
  - 3.4.3. Notify the point of contact listed of mechanical breakdowns preventing same day return of any empty container to the designated drop-off center.
- 3.5. Cover all containers or grapple truck loads adequately and in a manner to prevent any type of material from coming out or being blown out. Coverings shall not have holes allowing any material to come out of the container or grapple truck. Contractor shall be responsible for clean-up and removal of any waste dropped during pick-up, emptying, and transport. In addition to the Liquidated Damages below, Contractor will be billed for all costs incurred by

**SOLID WASTE TRANSFER STATION COLLECTION SERVICES**

County in connection with cleaning up after Contractor. County may withhold amounts owed from Contractor's invoice.

- 3.6. Loads in excess of a container's limitations shall not be pulled or removed. Contractor shall notify County if loads are too big for the transporting containers.
- 3.7. Contractor shall notify the County and document unapproved wastes in containers. Contractor shall bring any concerns regarding wastes to the attention of the County for guidance.
- 3.8. Contractors shall use only authorized disposal sites. County will not be responsible for disposal fees for loads dumped at unauthorized sites.
  - 3.8.1. Contractor should provide copies of scale tickets with its invoices to County.
- 3.9. This Service shall be provided on an as-needed basis. However, during Emergency Events, the Contractor may be required to comply with the Federal Requirements outlined in the FEMA Contract Clause Exhibit, which may be amended from time to time.
- 3.10. Contractor must be registered as a commercial franchise with Solid Waste, if not already, for the contract award. Registration includes an application fee and a \$1,500 fee starting 10/1/2025. Registration may be completed at <https://www.lakecountyfl.gov/trash-recycling/hauler>

**4. LIQUIDATED DAMAGES**

- 4.1 Should Contractor fail to complete requirements set forth in this scope of work, County will suffer damage. The amount of damage suffered by County is difficult, if not impossible to determine at this time. Therefore, Contractor shall pay County, as liquidated damages, the following:
  - 4.1.1 \$200.00 per calendar day of delay in collecting and transporting containers following a service request by County.
  - 4.1.2 \$200.00 per occurrence of Contractor's failure to clean up and remove waste dropped during pick-up, emptying, and transport.

**5. SERVICE OPTIONS AND PRICING**

Provide all-inclusive pricing to provide 100% turnkey services including travel time.

**5.1. Option 1:**

Contractor shall pick up fully loaded 20 cubic yard roll-off containers, 40 cubic yard open top roll-off containers, or 40 cubic yard compactor receiver roll-off containers from a designated drop-off center, transport it to the Heart of Florida (HOF) Landfill for unloading, and return the empty container to the same drop-off center picked up. Contractor may temporarily leave their roll-off container at the drop-off center and remove it when they return with the empty container same day.

**5.2. Option 2:**

Contractor shall pick up a loaded container at a drop-off center (other than the Central Facility) and swap with an equivalent size/type container from the Central Facility, swap it out for the loaded one at the designated drop-off center, unload at HOF, and return the empty container to

**SOLID WASTE TRANSFER STATION COLLECTION SERVICES**

the Central Facility. Contractor may temporarily leave their roll-off container at the Central Facility and remove it when they return with the empty container the same day.

**5.3. Option 3:**

Contractor shall unload the 20 cubic yard containers at the designated drop-off centers by using a grapple truck. This is advantageous when there is more than one container needing to be emptied. This saves Contractor the return trip to the designated drop-off center by having the grapple truck transport the material to HOF for disposal, leaving the now empty container at the designated drop-off center. If any material is dropped on the ground during this transfer, the area must be cleaned before Contractor leaves the drop-off area.

*[The remainder of this page intentionally left blank]*



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION: Solid Waste Transfer Station Collection Services**

9/4/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

**QUESTIONS/RESPONSES**

Q1. Can the County provide the name of the current vendor?

**A. There is no current vendor as this is a request for new services.**

Q2. Can the County provide the current pricing for the current Solid Waste Transfer Station Collection Services contract?

**A. See the answer to Q1.**

Q3. Can the County provide an estimated number of hauls that have been completed for the last six (6) months for the current Solid Waste Transfer Station Collection Services contract?

**A. 4 to 12 containers a day; however, no additional data is available as this is a contract for new services.**

Q4. Would like to request a copy of the current/expiring contract in place for Bid/RFP Number: 25-534: Solid Waste Transfer Station Collection Services.

**A. See the answer to Q1.**

Q5. Document Exhibit E has an error message of “404 – File or directory not found.” Can you provide a copy of this document?

**A. This has been corrected and is available on the County website: [Details for Bid: 25-534](#)**

**ADDITIONAL INFORMATION**

---

**ACKNOWLEDGEMENT**

Firm Name: Click or tap here to enter text.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Erik Sankey*

Date: 10/9/2025

**ADDENDUM NO. 1**

**25-534**

Print Name: Erik Sankey

Title: Regional VP

Primary E-mail Address: esankey@wasteprousa.com

Secondary E-mail Address: mconley@wasteprousa.com



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Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Solid Waste Transfer Station Collection Services

9/9/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

**DOCUMENT UPDATE:**

Exhibit A – Scope of Work has been updated to include information under Section 3 Contractor Responsibility, item 3.10. Please review Exhibit A – Scope of Work REVISED 9.9.25 to review this information.

**ADDITIONAL INFORMATION**

NOTE: All addendums must be signed and included with Contractors bid documents.

---

**ACKNOWLEDGEMENT**

Firm Name: Waste Pro of Florida, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Erik Sankey*

Date: 10/9/2025

Print Name: Erik Sankey

Title: Regional VP

Primary E-mail Address: esankey@wasteprousa.com

Secondary E-mail Address: mconley@wasteprousa.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Transfer Station Hauling Services

9/11/2025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

**QUESTIONS/RESPONSES**

Q6. To confirm, is there a Bid Bond and/or Performance Bond required for this solicitation?

**A. No Bonding is requested or required.**

Q7. In the “Scope of Work” the County puts forth three (3) options for vendor to consider. When it comes to submitting our proposals, does the vendor use the Excel “Pricing Form” three separate times to cover all options? Or did the County intend to put out a pricing form with three (3) separate forms within the Excel document?

**A. The pricing sheet has been updated to accommodate pricing for all three (3) options. Vendors are to use Attachment 2: REVISED Pricing Sheet 25-534 and this form has been added to the County website.**

**ADDITIONAL INFORMATION**

NOTE: All addendums must be signed and included with Vendors submittal.

---

**ACKNOWLEDGEMENT**

Firm Name: Waste Pro of Florida, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Erik Sankey*

Date: 10/9/2025

Print Name: Erik Sankey

Title: Regional VP

Primary E-mail Address: esankey@wasteprousa.com

Secondary E-mail Address: mconley@wasteprousa.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Transfer Station Hauling Services

10/12025

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

### QUESTIONS/RESPONSES

Q8. Addendum 2 does not have the “Acknowledgement” section at the bottom to sign on as does Addendum 1 & 3. Should the respondent just sign, date, and upload as is?

**A8. This has been corrected, and the revised form has been posted.**

Q9. Are there swap containers or extra containers located at each Drop-Off Center?

**A9. No. Each pull should be considered pickup and return.**

Q10. Can the County share their current disposal agreement with the Heart of Florida Landfill?

**A10. Contract 13-0313 can be viewed via the following link: [13-0313.pdf](#)**

Q11. Regarding the Scope of Work, Section 3.8, can the County please list the authorized disposal sites?

**A11. Heart of Florida Landfill.**

Q12. Will the County be responsible for the disposal fees at the authorized disposal sites?

**A12. Yes.**

Q13. If the Heart of Florida is the only current authorized disposal site, would the County consider changing disposal sites to ones more centrally located to the Drop-Off Centers?

**A13. Not at this time.**

Q14. What is the average tonnage per haul for a Class I container?

**A14. Ranges between 6-11 tons.**

Q15. What is the average tonnage per haul for a Class III container?

**A15. Ranges between 2-7 tons.**

Q16. Would the County consider a longer initial term than one-year?

**A16. Not at this time.**

Q17. Sample Contract, page 2, 3.2B: contract states “renewals are contingent written mutual agreement of both parties”. Two sentences later it is stated “continuation of agreement is a prerogative of the County

and exercised only when continuation is in best interest of County”. This is confusing, please clarify.

**A.17 Renewals are contingent upon written mutual agreement of both parties. The County will continue (renew) contracts only when continuation is in the best interest of the County.**

Q18. This section also states Contractor shall maintain for additional periods, same prices, terms and conditions. This language conflicts with price redetermination language (sample contract 6.36). Please clarify.

**A18. Contractor shall maintain the same pricing, terms and conditions for any additional / renewal periods. Contractor may request price redetermination per sample contract.**

Q19. Service Option 3 (grapple): when a grapple is used for more than one container, are we to price this grapple haul as more than one load? Or what is considered to be a load per the price sheet?

**A19. Grapple trucks requested at a convenience center would be expected to combine loads from class III open tops into 1 load on a grapple truck.**

Q20. Of the 4 to 12 average container hauls per day, roughly, what percentage are grapple hauls?

**A20. Unknown. Grapple trucks and roll off trucks can be interchangeable by the contractor except for the compactor units which are enclosed. Those will need roll off trucks. 90% of the roll-off containers will be picked up from Central and will already be compacted and ready for shipment on roll-off trucks. If a contractor chooses to use grapple trucks instead of roll-off trucks, contractor will need to combine loads to fill grapple truck.**

Q21. How many estimated hauls per month for each of the six convenience centers?

**A21. At least 90% of the hauls will come from Central Facility. Hauls per month would vary depending on the circumstances for activation.**

Q22. Has each convenience center been in use within the last 12 months?

**A22. Yes.**

Q23. How many trucks, and what type, are being currently used for this particular work?

**A23. The county uses a mixture of 2-50 CY grapple trucks, 1-30CY grapple truck, and 3 roll off trucks.**

Q24. We understand that all containers have to be inspected before and after use for damaged, broken part, safety, etc. Will the County ensure that all containers are inspected for the same requirements prior to commencement of contract?

**A24. The County inspects each container prior to hauling. Contractor will be responsible for inspecting containers prior to hauling as they will be responsible for container/load in travel. The County expects that if a problem is found with a container/load, that it will be brought to the County’s attention and that Contractor will not haul that container until an agreement has been reached with the County for how to proceed.**

Q25. Lastly, convenience center containers are allowed to the front of the line (EZ Pass) for quick disposal turnaround. Will the same consideration be afforded new Contractor under new contract?

A25. No.

**ADDITIONAL INFORMATION**

NOTE: FOR ALL QUESTIONS SUBMITTED WITH EXCEPTIONS IN EXHIBIT C – GENERAL TERMS AND CONDITIONS – THIS IS THE COUNTY’S GENERAL TERMS AND CONDITIONS AND NOT ALL ARE APPLICABLE TO ALL CONTRACTS. THE COUNTY IS WILLING TO NEGOTIATE IF THE REQUESTED EXCEPTIONS ARE WITHIN THE PARAMETERS OF FLORIDA STATUTES.

---

**ACKNOWLEDGEMENT**

Firm Name: Click or tap here to enter text.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Erik Sankey*

Date: 10/9/2025

Print Name: Erik Sankey

Title: Regional VP

Primary E-mail Address: esankey@wasteprousa.com

Secondary E-mail Address: mconley@wasteprousa.com

The undersigned hereby declares: Waste Pro of Florida, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **TRANSFER STATION HAULING SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

### 1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the date of approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

### 2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: NO

Vendor accepts MasterCard for payment: YES

### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

### 4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

**5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION**

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

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 ANTITRUST VIOLATOR VENDOR LISTS**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**9.0 FEDERAL FUNDING REQUIREMENT**

9.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract, or subcontract is not excluded or disqualified. This is done by: (a)

checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): G3C7BS8J2BE2

#### 10.0 LOCAL VENDOR PREFERENCE – N/A

#### 11.0 GENERAL VENDOR INFORMATION

Firm Name: Waste Pro of Florida, Inc.

Street Address: 20344US Hwy. 27

City: Clermont, FL State and ZIP Code: 34715

Mailing Address (if different): [Click or tap here to enter text.](#)

Telephone: 352-366-0352

Purchase Order Email Address: [mconley@wasteprousa.com](mailto:mconley@wasteprousa.com)

Federal Identification Number / TIN: 59-3701785

#### 12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Erik Sankey*

Date: 10/9/2025

Print Name: Erik Sankey

Title: Regional VP

Primary E-mail Address: [esankey@wasteprousa.com](mailto:esankey@wasteprousa.com)

Secondary E-mail Address: [mconley@wasteprousa.com](mailto:mconley@wasteprousa.com)

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*



POWER OF ATTORNEY

This Power of Attorney made this 11<sup>th</sup> day of November 2025, I, Sean M. Jennings, President and CEO of Waste Pro of Florida, Inc., hereby appoint, Erik Sankey, Regional Vice President, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to Lake County - Invitation to Bid - ITB #25-534 – Transfer Station Hauling Services, including any addendums.
2. This Power of Attorney is intended to grant broad powers to Erik Sankey to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

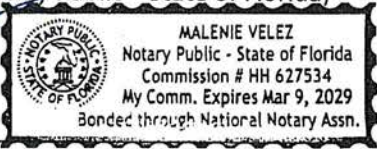
SIGNATURE of Sean M. Jennings  
President and CEO of Waste Pro of Florida, Inc.

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of November 2025, by Sean M. Jennings, CEO and President of Waste Pro of Florida, Inc.

(Signatory of Notary Public – State of Florida)



(Name of Notary Public)

Personally Known  or produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.  
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES  
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) ERIK SANKEY, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) REGIONAL VICE PRESIDENT of (Business Name) WASTE PRO OF FLORIDA, INC. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 1ST day of OCTOBER, 2025.

BY: [Signature]  
Signature of Affiant  
ERIK SANKEY  
Printed Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 1ST day of OCTOBER, 2025, by ERIK SANKEY, who is  personally known to me or  has produced identification (type): \_\_\_\_\_

[Signature]  
(Notary Signature)

(SEAL)  CRYSTAL DUNLAP  
Commission # HH 582171  
Expires December 11, 2028

*Type Your Firm's Name Here*

**SAVE AND SUBMIT AS AN EXCEL FILE**

Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied.

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION	OPTION 1 PER LOAD	OPTION 2 PER LOAD	OPTION 3 PER LOAD
1	Central Facility	549.00	549.00	1,098.00
2	Astor Convenience Center	732.00	823.50	1,464.00
3	Clermont Convenience Center	549.00	732.00	1,098.00
4	Lady Lake Convenience Center	549.00	640.50	1,098.00
5	Paisley Convenience Center	732.00	732.00	1,464.00
6	Pine Lakes Convenience Center	777.75	823.50	1,555.50

**The following information is required for price redetermination consideration.**

Enter type of fuel used: <b>Diesel or Gasoline</b>	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the	11.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	27.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	62.00%
	Must equal 100%
	100.00%

This is an indefinite quantity contract with no guarantee use of services. County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

**EXHIBIT C**

**FEMA RELATED CONTRACT CLAUSES**

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## FEMA RELATED CONTRACT CLAUSES

The work under this Agreement may be funded in whole or in part by funds provided by a federal grant, including funding from Federal Emergency Management Agency (FEMA). Contractor agrees to comply with any additional specific requirements of a Federal Awarding Agency, such as FEMA, at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 CFR, Part 200 ("Uniform Guidance"). During the performance of this contract, the Contractor agrees to comply to the terms below, as may be updated from time to time by the Federal Awarding Agency.

### A. FEDERAL PARTICIPATION

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

### B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE

(FEMA Funded contracts and subcontracts for construction work over \$2,000.00 for construction funded under FEMA's Emergency Management Performance Grant (EMPG), Homeland Security Grant Program (HSGP), Non-Profit Security Grant Program (NSGP), Tribal Homeland Security Grant Program (THSGP), Port Security Grant Program (PSGP), Transit Security Grant Program (TSGP), Intercity Passenger Rail – Amtrack Program (IPR), and Rehabilitation of High Hazard Potential Dam (HHPD) programs).

(1) **Davis-Bacon Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the requirements of 40 U.S.C. 3141–3144, and 3146–3148, as supplemented by Department of Labor regulations (29 CFR Part 5, "**Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction**"). If applicable, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided for in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**In the event work under this Agreement is covered by Davis-Bacon, Contractor agrees to enter into an amendment including the provisions of 29 CFR 5.5(a)(1)-(11) in full before covered work begins. Further, Contractor agrees to incorporate the provisions of 29 CFR 5.5(a)(1)-(11) in full into any subcontracts entered for the furtherance of the work.**

(2) **Copeland "Anti-Kickback" Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the Copeland "**Anti-Kickback**" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor and the County must report all suspected or reported violations to the Federal awarding agency.

### C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(Federally funded contracts and subcontracts over \$100,000 utilizing mechanics or laborers; the terms "laborers and mechanics includes watchpersons and guards.")

## FEMA RELATED CONTRACT CLAUSES

(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 (40) 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 \$33.00 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.**

a. **Withholding Process.** The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) 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 (5) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

## FEMA RELATED CONTRACT CLAUSES

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

(6) **CWHSSA Records Retention.** In the event that a contract is subject only to CWHSSA and not Davis-Bacon, Contractor and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

### D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Contractor meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

### E. 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 of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### F. 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.

## FEMA RELATED CONTRACT CLAUSES

(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 of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### G. SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than \$25,000.

(1) 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 of Florida and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4) The bidder or proposer 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 any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### H. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more, including subcontracts entered into for \$100,000 or more, shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**FEMA RELATED CONTRACT CLAUSES**

**I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

1. 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 an 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.
2. 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## FEMA RELATED CONTRACT CLAUSES

### J. PROCUREMENT OF RECOVERED MATERIALS

(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

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

### K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

## FEMA RELATED CONTRACT CLAUSES

- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
- a. This clause does not prohibit contractors from providing:
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - b. By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that:
      1. Are not used as a substantial or essential component of any system; and
      2. Are not used as critical technology of any system.
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

## FEMA RELATED CONTRACT CLAUSES

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

### L. DOMESTIC PREFERENCES FOR PROCUREMENTS

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

(2) For the purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### M. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject) (<https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject>).

(1) **Architectural and/or Engineering Contracts.** Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

(2) Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

(3) For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor;

## FEMA RELATED CONTRACT CLAUSES

contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

### **BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.**

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

## **FEMA RELATED CONTRACT CLAUSES**

### **N. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency Administrator, 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 this 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 Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **O. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS**

The Contractor shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

### **P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

### **Q. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

### **S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT**

The following provision applies for contracts where contractor or subcontractor produces copyrightable subject matter for the County under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

## FEMA RELATED CONTRACT CLAUSES

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

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

v. Professional liability and specialty insurance (environmental, pollution) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

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

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

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

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*