



CONTRACT NO. 10-0615

for **Portable Toilets, Rental and Servicing**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Anderson Rentals, Inc.** (hereinafter "Contractor") to supply **Portable Toilets, Rental and Servicing** to the County pursuant to County Bid number **10-0615** (hereinafter "Bid"), opening dated September 22, 2010 and Contractor's September 20, 2010 Bid response thereto with all County Bid provisions governing.

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

Attachments: N/A

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

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

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

This Contract is effective from **January 1, 2011** through **December 31, 2011** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

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

LAKE COUNTY, FLORIDA

By:   
Contracting Officer

Date: 10-11-10

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department

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*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

315 W. Main, Suite 416  
Ph (352) 343-9839

P.O. Box 7800  
Fax (352) 343-9473



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FAX: 352) 343-9473

[www.lakegovernment.com](http://www.lakegovernment.com)

## ADDENDUM NO. 1

**Date: August 24, 2010**

**BID / RFP No. 10-0615**

### **Portable Toilets, Rental and Servicing**

This addendum is being issued to make the following clarifications and changes to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

#### **Questions & Answers:**

1 - Has the County made the decisions to switch to the Air-conditioned restroom trailers at each of the locations listed instead of Portable Toilets? **Please delete the air-conditioned restroom trailers from this bid. This bid should only be for ADA portable toilets, except for Optional Pricing Section.**

2 - After the award has been made, will the county continue to use the trailers through-out the duration of the contract or can they decide to switch back to portable toilets? **See answer to no. 1.**

3 - Will the county be responsible for locking the trailer at the end of the day? Also will the county be responsible for damage caused to the trailers? **See answer to No. 1.**

4 - What is the desired lead time for delivery of all of the trailers? **See answer to no. 1.**

5 - Is the county aware that placing "Crowd Pleasers" at these locations will dramatically increase the costs over current rates for Portable Toilets at the same locations? This worries our company because of what is written in the first paragraph of page 14. *"This is an indefinite quantity term contract with no guarantee services will be required. A minimum is not guaranteed."* To simplify our concerns, if the awarded company purchases the equipment to fulfill the County's initial order of Five – 20' ADA Crowd Pleasers and ONE – 28' ADA Crowd Pleaser, they will be purchasing approximately \$250,000.00 worth of equipment. If after a few months on site, the county decides to remove the trailers and replace them with

low cost portable toilets, the service provider will be severely damaged financially, having to absorb payments for these trailers with no return revenue. Will the county agree to a minimum rental of these ADA trailers for one year if they do decide to proceed with this option? **See answer to no. 1.**

6 - It is a fairly safe assumption to state that there will be no service providers in the State of Florida that will have the number of ADA Crowd Pleasers sitting in their current inventory required to fulfill this contract. Upon award of the contract, will the county allow Non-ADA Crowd Pleasers with an ADA portable toilet to be placed on each location until the ADA crowd pleaser can come from the manufacturer? When asking the leading manufacturer of 20' ADA crowd pleasers what is approximate delivery time would be for 5 trailers, he said to expect 6-8 weeks for the delivery of the first trailer and each additional trailer following at 1-2 week increments after the first. **See answer to no. 1.**

7 - Would it be possible for the county to modify the ITB to have two pricing proposal sections? The First with just Portable Toilets with no guarantees of quantity or duration of rentals and the Second section with Crowd Pleaser Trailers with a minimum rental duration guarantees? Then the county could make the best decisions financially, without damaging the financial status of their vendor. **Pricing section has been modified. See below.**

8 - Would the county consider changing the terms of the contract to a 3yr contract with two, 1 year extensions? This should enable the county to receive an even lower rental/service rate on the trailer units. **Term has been modified. Please see below.**

**Replace Section 1.5 with the below:**

**Section 1.5: Term of Contract – Thirty-Six (36) Months**

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

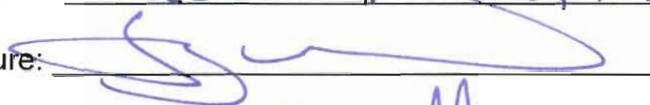
**Replace Section 1.6 with the below:**

**Section 1.6: Option to Renew for two (2) Additional One (1) Year Periods**

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

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

**SEE ATTACHED PRICING SECTION THAT REPLACES PAGES 23, 24 AND 25 OF THE ORIGINAL ITB.**

Firm Name: Andersons Rentals, Inc Date: 9/20/10  
Signature:  Title: Sr Partner/SACS Mgr  
Typed/Printed Name: Jeremy Martin

*"Earning Community Confidence Through Excellence in Service"*

DISTRICT ONE  
JENNIFER HILL

DISTRICT TWO  
ELAINE RENICK

DISTRICT THREE  
JIMMY CONNER

DISTRICT FOUR  
LINDA STEWART

DISTRICT FIVE  
WELTON G. CADWELL

## PRICING SECTION

Pricing includes initial fee, hook-up fee, delivery fee, one weekly pump out and pick-up fee

Group I - Public Resources	Unit Type	Unit	Months	Price Per Month	Extended Price
Arnold Brothers Boat Ramp 15945 S.R. 19, Groveland, FL 34736	Handicap Unit	1	12	75.-	900.-
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL	Handicap Unit	1	12	75.-	900.-
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL	Handicap Unit	1	12	75.-	900.-
John's Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Handicap Unit	1	12	75.-	900.-
Sorrento Park 31535 Church Street, Sorrento, FL	Handicap Unit	1	12	75.-	900.-
Palatlakaha River park & Boat Ramp 12325 Hull Road, Clermont, FL 34711	Handicap Unit	1	12	75.-	900.-
North Lake Community Park 40730 Roger Giles Road, Umatilla, FL	Handicap Unit	1	12	75.-	900.-
East Lake Community Park 24809 Wallick Road, Sorrento, FL	Handicap Unit	1	12	75.-	900.-
South Lake Community Park Address to be determined	Handicap Unit	1	12	75.-	900.-
Butler Street Boat Ramp 5540 Butler Street, Astor, FL 32102	Handicap Unit	1	12	75.-	900.-
Lake Idamere Park 28726 S.R. 19, Tavares, FL 32778	Handicap Unit	1	12	75.-	900.-
Lake Jem Park C.R. 448, Lake Jem, FL 32745	Handicap Unit	1	12	75.-	900.-
Lake Mack Park S.R. 42 through Paisley, turn right on Lake Mack Drive to Inez Street (park is located on right side of street)	Handicap Unit	1	12	75.-	900.-
PEAR Park 5536 University Avenue, Leesburg, FL	Handicap Unit	1	12	75.-	900.-
Pine Forest Park 32520 S.R. 44, Deland, FL 32720	Handicap Unit	1	12	75.-	900.-
South Side Umatilla Park 17101 Ball Park Road, Umatilla, FL (East of Umatilla City limits)	Handicap Unit	1	12	75.-	900.-
Twin Lakes Park 35309 C.R. 473, Leesburg, FL 34788	Handicap Unit	1	12	75.-	900.-
Ferndale Preserve C.R. 455, Ferndale, FL	Handicap Unit	1	12	75.-	900.-
Total Yearly Cost				<u>1,350.-</u>	

Pricing includes initial fee, hook-up fee, delivery fee, one weekly pump out and pick-up fee

Group II - Environmental Utilities		Unit	Months	Price Per Month	Extended Price
Astatula Landfill 32778	Handicap Unit	1	12	75.-	900.-
Astatula Landfill Citizen Drop-Off 32778	Handicap Unit	1	12	75.-	900.-
Astor Transfer Station Astor Transfer Station Road, Astor, FL (Off of Route 40, first structure on right)	Handicap Unit	1	12	75.-	900.-
Paisley 25014 Rancho Lake, Paisley, FL 32767	Handicap Unit	1	12	75.-	900.-
Clermont (Log House) 10435 Loghouse Transfer Station Road, Clermont, FL 34711	Handicap Unit	1	12	75.-	900.-
Total Yearly Cost				375.00	

Optional Pricing Section	Price Per Unit
Standard Unit Daily Rental	85.-
Standard Unit Weekly Rental	75.-
Standard Unit Monthly Rental	60.-
Handicap Unit Daily Rental	150.-
Handicap Unit Weekly Rental	135.-
Handicap Unit Monthly Rental	75.-
Handicap 20' Crowd Pleaser Daily Rental	1,100.-
Handicap 20' Crowd Pleaser Weekly Rental	1,100.-
Handicap 20' Crowd Pleaser Monthly Rental	2,200.-
Handicap 20' Crowd Pleaser Monthly based on 12 month term	2,383.-
Handicap 28' Crowd Pleaser Daily Rental	1,200.-
Handicap 28' Crowd Pleaser Weekly Rental	1,200.-
Handicap 28' Crowd Pleaser Monthly Rental	2,400.-
Handicap 20' Crowd Pleaser Monthly based on 12 month term	2,600.-
<b>Weekday Pricing</b>	
Standard Unit - Additional on-site pump out	30.-
Handicap Unit - Additional on-site pump out	30.-
<b>Weekend Pricing</b>	
Standard Unit - Additional on-site pump out	30.-
Handicap Unit - Additional on-site pump out	30.-
<b>Hand Washing Station Pricing</b>	
Hand Wash Station - Daily Rental	85.-
Hand Wash Station - Weekly Rental	75.-
Hand Wash Station - Monthly Rental	60.-
Additional Restocking/pump out service	30.-



LAKE COUNTY  
FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 416  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 2

Date: August 31, 2010  
ITB Number 10-0615  
Portable Toilets, Rental and Servicing

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

New Mailing address:

The **Lake County Mail Receiving Center** will be moving from its current location at 416 W. Main St. Tavares, Fl. 32778 to its new location at 32400 County Road 473 Leesburg, Fl. 34788 effective September 2, 2010.

Firm Name: Anderson Rentals, Inc Date: 9/20/10  
Signature: [Handwritten Signature] Title: SR PARTNER / SALES MGR  
Typed/Printed Name: Jeremy Martin

"Earning Community Confidence Through Excellence in Service"

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## INVITATION TO BID (ITB)

### Portable Toilets, Rental and Servicing

**ITB Number:** 10-0615                      **Contracting Officer:** John Wight  
**Bid Due Date:** September 22, 2010                      **Pre-Bid Conf. Date:** Not applicable  
**Bid Due Time:** 3:00 pm                      **ITB Issue Date:** August 16, 2010

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<b>SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:</b>	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Section 1.19
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this solicitation

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

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

#### NO-RESPONSE REPLY

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

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

#### VENDOR IDENTIFICATION

**Company Name:** Anderson Rentals, Inc                      **Phone Number:** 321-269-9957  
**E-mail Address:** Jeremy@Anderson-Rentals.com                      **Contact Person:** Jeremy Martin

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract to provide portable restrooms that will be located at various parks and County locations around Lake County throughout the year on an as needed basis in conjunction with the County's needs.

**Section 1.2: Designated Procurement Representative**

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

Sandra Rogers, Procurement Coordinator  
Lake County BCC  
Procurement Services office  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

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

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

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

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

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

Not applicable to this solicitation.

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

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the

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

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

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

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

**Section 1.7: Method of Payment - Monthly Invoices**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

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

**Section 1.8: Insurance**

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

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

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

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

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

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

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

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

**SECTION 1– SPECIAL TERMS AND CONDITIONS**

ITB Number: 10-0615

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Delivery**

The vendor shall make deliveries within two (2) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

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

The item shipped, or service performed as a result of the award of this ITB will be received by the County's ordering department pending final inspection. Acceptance of any shipment or service shall be deemed accomplished when it passes the County's final inspection for quantity, quality and conformation to specifications. Final inspection shall be conclusive except for latent

defects, fraud or such gross mistakes that amount to fraud. Until delivery and acceptance, and after any rejection, risk of loss will remain with the Vendor unless the loss results from negligence on the part of the County.

The product(s) and service(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in the contract. If a Vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned at Vendors expense to the Vendor. At the County's own option, the Vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

The Vendor shall promptly correct all apparent and latent deficiencies and/or defects in work/service, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within forty-eight (48) hours after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the County's department representative who may confirm all such verbal reports in writing. The Vendor shall bear all costs of correcting such rejected work. If a Vendor fails to correct the work within the period specified, the County may, at its discretion, notify the Vendor in writing that the Vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three (3) calendar days of receipt of the notice. If the Vendor fails to correct the work within the period specified in the notice, the County shall place the Vendor in default, obtain the services of another Vendor to correct the deficiencies, and charge the incumbent Vendor for these costs either through a credit memo or through a deduction from the final payment owed to the Vendor through invoicing. If the Vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

#### **Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

Not applicable

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

**Section 1.13.1: Delivery of Solicitation Response**

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

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

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

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

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

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

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

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

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

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

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

**One (1) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (10-0615)." Do not indicate bid prices on literature.

**Specific Completion Directions:**

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Additional Facilities May be Added**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

**Section 1.15: Availability of Contract to Other County Departments**

Although this solicitation is specific to a County department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**Section 1.16: Business Hours of Operations**

No work shall be done outside the regular working hours (Monday through Friday, 8:00 am to 5:00 pm) except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County department representative.

**Section 1.17: Emergency Service**

The Vendor shall provide 24 hour service, 7 days a week emergency service, such as hurricanes or any other natural disaster, to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within twenty-four (24) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within twenty-four (24) hours after notification by the County.

**Section 1.18: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or

statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

**Section 1.19: Certificate of Competency/Licensure, Permits, and Fees**

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

**Section 1.20: Clean-Up**

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

**Section 1.21: Compliance with Federal Standards**

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

**Section 1.22: Deletion of Facilities**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period' upon fourteen (14) calendar days written notice to the vendor.

**Section 1.23: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.24: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall 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.

**Section 1.25: Omission from the Specifications**

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

**Section 1.26: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, irrigation line, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County that is damaged. In the event the vendor 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 the vendor.

**Section 1.27: Risk of Loss**

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

The vendor shall indemnify and hold the County harmless from any and all claims, liability,

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

**Section 1.28: Rental of Other Items Not Listed in This Solicitation Based on Price Quotes**

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be rented by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor and obtain a price quote for the additional like items. This County representative will also obtain price quotes from at least two (2) other sources, if available. The County reserves the right to award these additional like items to the vendor under this contract, or another commercial source, based on the lowest price quoted.

**Section 1.29: Stock Levels Shall be Maintained by Vendor**

The vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the vendor for any re-procurement costs incurred by the County. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**SCOPE OF SERVICES**

This is an indefinite quantity term contract with no guarantee services will be required. A minimum is not guaranteed. Actual quantities shall be those ordered by participating County offices as needs are determined by each office. Orders will be issued by phone/fax and/or purchase order throughout the contract period as needs are determined.

Bidders are encouraged to familiarize themselves with the facilities to be serviced as listed in this solicitation. Failure to do so will not discharge bidders' liability to supply products under the terms and conditions specified herein.

<b>Group I - Public Resources</b>
Arnold Brothers Boat Ramp 15945 S.R. 19, Groveland, FL 34736
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL 32726
John's Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL
Sorrento Park 31535 Church Street, Sorrento, FL
Palatlahaha River park & Boat Ramp 12325 Hull Road, Clermont, FL 34711
North Lake Community Park 40730 Roger Giles Road, Umatilla, FL
East Lake Community Park 24809 Wallick Road, Sorrento, FL
South Lake Community Park Address to be determined
Butler Street Boat Ramp 5540 Butler Street, Astor, FL 32102
Lake Idamere Park 28726 S.R. 19, Tavares, FL 32778
Lake Jem Park C.R. 448, Lake Jem, FL 32745
Lake Mack Park S.R. 42 through Paisley, turn right on Lake Mack Drive to Inez Street (park is located on right side of street)
PEAR Park 5536 University Avenue, Leesburg, FL

Pine Forest Park 32520 S.R. 44, Deland, FL 32720
South Side Umatilla Park 17101 Ball Park Road, Umatilla, FL (East of Umatilla City limits)
Twin Lakes Park 35309 C.R. 473, Leesburg, FL 34788
Ferndale Preserve C.R. 455, Ferndale, FL

<b>Group II - Environmental Utilities</b>
Astatula Landfill 13130 County Landfill Road, Tavares, FL 32778
Astatula Landfill Citizen Drop-Off 13130 County Landfill Road, Tavares, FL 32778
Astor Transfer Station Astor Transfer Station Road, Astor, FL 32101 (Off of Route 40, first structure on right)
Paisley 25014 Rancho Lake, Paisley, FL 32767
Clermont (Log House) 10435 Loghouse Transfer Station Road, Clermont, FL 34711

Pricing shall remain firm during the initial twelve (12) months of contract period.

Vendor shall notify the County’s department representative whether the pick-up of portable toilets should be made prior to emergencies, such as hurricanes or any other natural disasters. Lake County will not be responsible for damages to portable toilets due to such disasters.

All units supplied shall be delivered undamaged, in clean, sanitary condition with all facilities operable. Upon delivery of the portable toilets, the Vendor and the County’s department representative shall fully inspect all units for proper flushing, chemical level and structure mass. Each unit shall have a lockable door, non-skid floors, good lighting and proper ventilation. All handicap units shall be ADA compliant. Any units not meeting these standards shall be refused and Vendor shall be required to deliver acceptable units within five (5) hours at no additional cost to the County.

Mobile Toilet Trailer Facilities (twenty (20) foot and twenty-eight (28) foot crowd-pleasers) must be provided for men and women. All Mobile Toilet Trailer Facilities must be ADA compliant. Fiberglass or wood constructed trailers may be offered that provide completely separate and individual units for men and women, or that have split facilities in one system, to be utilized by both parties. Units shall be provided on trailer frame system to allow for ease in transporting and set-up at event site. Mobile Toilet Trailer Facilities must have flushing toilets, urinals (where applicable), sinks with running water and soap, towel dispenser and paper towels, working air conditioning units, interior lighting, interior exhaust fans, electrical and water hook-ups, fully self-contained except for external electrical and water requirements (set-up to include supplying enough hose to reach water supply) and all units must be equipped with solid staircases secured to each unit including reflector tape for night use.

Delivery, pick-up, installation, and/or any initial service fee are to be included in firm bid price.

Weekly pumping portable toilets, as required, are to be included in firm bid price. Vendor shall respond to request for additional pump-outs within four (4) hours whereupon Lake County agrees to pay an additional pump-out charge.

Pumping and servicing of the units shall be performed in a professional and sanitary manner once every week that unit is on site unless otherwise mutually agreed by vendor and Project Manager. The units shall be thoroughly cleaned, scrubbed, toilet seat and urinal area completely disinfected and all supplies replenished. Chemical solution shall be of a quality to act as an effective germicide, killing germ and insects, discouraging rodents and to dissipate odors. All waste material shall be disposed of in accordance with State and Federal regulations.

Vendor shall deliver additional port-a-lets within forty-eight (48) if additional units are needed.

The County shall not be responsible for any damaged, destroyed, and/or lost equipment; the vendor shall be solely responsible for any and all expenses, costs and/or charges whatsoever associated with damage, destruction, or loss of its equipment with the exception of removable graffiti. Any graffiti will be removed or painted over at each cleaning by the vendor.

In instances when a portable unit is rented on a monthly basis, but is not needed the entire month, a pro-rated amount will be calculated for that month. Calculation of the amount owed for a partial month will be calculated as follows:

Example: Unit rented for two (2) months, but is only needed for one (1) month and fifteen (15) days.

Monthly Rate: \$50.00/month

Days in the month: 30

Charges: \$50.00 for first month

\$1.666 per day x 15 days = \$25.00 for second month

**Special Events**

The successful Vendor shall provide all labor, transportation, equipment and materials for delivery, proper set-up and take down, and removal of all rental units. Each event shall require one person on-site per each crowd pleaser (i.e., if three (3) crowd-pleasers are ordered, vendor shall provide three (3) attendants) during special event hours to clean, restock and supply units. Pump truck must be on site at all times to empty units or the truck must be scheduled to empty units on a regular basis. The schedule must be approved in advance by Lake County's department representative.

Portable toilet units shall be utilized at sponsored special events to be located in designated locations. It shall be the responsibility of the successful bidder to deliver the units in a clean, good condition and to maintain and repair any damages to the units during the rental period. Weekend deliver, pump out and pick-up shall incur no additional cost to the County. Portable toilet units shall be removed from location within twenty-four (24) hours after the end of the scheduled event.

There must be a supervisor on call who can be reached by telephone or portable phone in case equipment problems arise during special events.. Supervisor on call must respond within 15 minutes of initial call. Any problems that arise concerning the operations of any unit must be corrected or an additional unit shall be made available at no cost to the County within one (1) hour after the initial call has been made.

**3.1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. Public Entity Crimes**

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

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

**C. Request for Additional Information**

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

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

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

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

**E. Restricted Discussions**

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

**F. Change or Withdrawal of Bids**

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

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

**G. Conflicts within the Solicitation**

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

**H. Prompt Payment Terms**

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

### 3.3 PREPARATION OF BIDS

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

### 3.4 CANCELLATION OF SOLICITATION

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

### 3.5 AWARD

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

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

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

### 3.6 CONTRACT EXTENSION

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

### 3.7 WARRANTY

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

### 3.8 ESTIMATED QUANTITIES

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

### 3.9 NON-EXCLUSIVITY

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

### 3.10 CONTINUATION OF WORK

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

### 3.11 PROTEST OF AWARD

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

### 3.12 RULES, REGULATIONS AND LICENSES

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

### 3.13 SUBCONTRACTING

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

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

#### **3.14 ASSIGNMENT**

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

#### **3.15 DELIVERY**

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

#### **3.16 RESPONSIBILITY AS EMPLOYER**

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

#### **3.17 INDEMNIFICATION**

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

#### **3.18 COLLUSION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.27 INCURRED EXPENSES

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

### 3.28 COUNTY IS TAX-EXEMPT

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

### 3.29 GOVERNING LAWS

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

### 3.30 STATE REGISTRATION REQUIREMENTS

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

### 3.31 PRIME CONTRACTOR

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

### 3.32 FORCE MAJEURE

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

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

### 3.33 OTHER AGENCIES

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

### 3.34 NO CLAIM FOR DAMAGES

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

### 3.35 TRUTH IN NEGOTIATION CERTIFICATE

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

### 3.36 GRANT FUNDING

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

**ITB TITLE: Portable Toilets, Rental and Servicing**

**NOTES:**

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

<b>Part I:</b>	
The bidder must list below the dates of issue for each addendum received in connection with this ITB:	
Addendum #1, Dated:	<u>8/24/10</u> 
Addendum #2, Dated:	<u>8/31/10</u> 
Addendum #3, Dated:	_____
Addendum #4, Dated:	_____
<b>Part II:</b>	
<input type="checkbox"/> No Addendum was received in connection with this ITB.	

## PRICING SECTION

SEE ATTACHED PRICING SHEET  
w/ Addendum #1

Pricing includes initial fee, hook-up fee, delivery fee, one weekly pump out and pick-up fee

Group I - Public Resources	Unit Type	Unit	Months	Price Per Month	Extended Price
Arnold Brothers Boat Ramp 15945 S.R. 19, Groveland, FL 34736	Handicap Unit	1	12		
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL	Handicap Unit 20 foot crowd pleaser	1	12		
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL	Handicap Unit 28 foot crowd pleaser	1	12		
John's Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Handicap Unit	1	12		
Sorrento Park 31535 Church Street, Sorrento, FL	Handicap Unit	1	12		
Palatka River park & Boat Ramp 12325 Hull Road, Clermont, FL 34711	Handicap Unit	1	12		
North Lake Community Park 40730 Roger Giles Road, Umatilla, FL	Handicap Unit 20 foot crowd pleaser	1	12		
East Lake Community Park 24809 Wallick Road, Sorrento, FL	Handicap Unit 20 foot crowd pleaser	1	12		
South Lake Community Park Address to be determined	Handicap Unit 20 foot crowd pleaser	1	12		
Butler Street Boat Ramp 5540 Butler Street, Astor, FL 32102	Handicap Unit	1	12		
Lake Idamere Park 28726 S.R. 19, Tavares, FL 32778	Handicap Unit 20 foot crowd pleaser	1	12		
Lake Jem Park C.R. 448, Lake Jem, FL 32745	Handicap Unit	1	12		

SEE Addendum #1 pricing sheet

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

ITB Number: 10-0615

Lake Mack Park S.R. 42 through Paisley, turn right on Lake Mack Drive to Inez Street (park is located on right side of street)	Handicap Unit	1	12		
PEAR Park 5536 University Avenue, Leesburg, FL	Handicap Unit	1	12		
Pine Forest Park 32520 S.R. 44, Deland, FL 32720	Handicap Unit	1	12		
South Side Umatilla Park 17101 Ball Park Road, Umatilla, FL (East of Umatilla City limits)	Handicap Unit	1	12		
Twin Lakes Park 35309 C.R. 473, Leesburg, FL 34788	Handicap Unit	1	12		
Ferndale Preserve C.R. 455, Ferndale, FL	Handicap Unit	1	12		

Pricing includes initial fee, hook-up fee, delivery fee, one weekly pump out and pick-up fee

<b>Group II - Environmental Utilities</b>		<b>Unit</b>	<b>Months</b>	<b>Price Per Month</b>	<b>Extended Price</b>
Astatula Landfill 13130 County Landfill Road, Tavares, FL 32778	Handicap Unit	1	12		
Astatula Landfill Citizen Drop-Off 13130 County Landfill Road, Tavares, FL 32778	Handicap Unit	1	12		
Astor Transfer Station Astor Transfer Station Road, Astor, FL 32101 (Off of Route 40, first structure on right)	Handicap Unit	1	12		
Paisley 25014 Rancho Lake, Paisley, FL 32767	Handicap Unit	1	12		
Clermont (Log House) 10435 Loghouse Transfer Station Road, Clermont, FL 34711	Handicap Unit	1	12		

SEE Addendum # 1 Pricing Sheet

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

ITB Number: 10-0615

<b>Optional Pricing Section</b>	<b>Price Per Unit</b>
Standard Unit Daily Rental	
Standard Unit Weekly Rental	
Standard Unit Monthly Rental	
Handicap Unit Daily Rental	
Handicap Unit Weekly Rental	
Handicap Unit Monthly Rental	
Handicap 20' Crowd Pleaser Daily Rental	
Handicap 20' Crowd Please Weekly Rental	
Handicap 20' Crowd Pleaser Monthly Rental	
Handicap 28' Crowd Pleaser Daily Rental	
Handicap 28' Crowd Pleaser Weekly Rental	
Handicap 28' Crowd Pleaser Monthly Rental	
<b>Weekday Pricing</b>	
Standard Unit - Additional on-site pump out	
Handicap Unit - Additional on-site pump out	
Handicap 20' Crowd Pleaser - Additional on-site pump out	
Handicap 28' Crowd Pleaser - Additional on-site pump out	
<b>Weekend Pricing</b>	
Standard Unit - Additional on-site pump out	
Handicap Unit - Additional on-site pump out	
Handicap 20' Crowd Pleaser - Additional on-site pump out	
Handicap 28' Crowd Pleaser - Additional on-site pump out	
<b>Hand Washing Station Pricing</b>	
Hand Wash Station - Daily Rental	
Hand Wash Station - Weekly Rental	
Hand Wash Station - Monthly Rental	
Additional Restocking/pump out service	

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

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

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

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

**Purchasing Agreements with Other Government Agencies**

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

**Certification Regarding Felony Conviction**

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

**Conflict of Interest Disclosure Certification**

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

DUNS Number (Insert if this action involves a federal funded project): 10-694-8458

General Vendor Information and Proposal Signature:	
Firm Name:	<u>ANDERSON RENTALS, INC.</u>
Street Address:	<u>3660 US HWY 1, MIMS, FL 32754</u>
Mailing Address (if different):	<u>P.O. BOX 765, MIMS, FL 32754</u>
Telephone No.:	<u>321-269-9957</u> Fax No.: <u>321-269-3626</u> E-mail: <u>Jeremy@Anderson-Rentals.com</u>
FEIN No.:	<u>59 - 2075747</u> Prompt Payment Terms: <u>0</u> % <u>30</u> days, net <u>30</u>
Signature:	<u>[Signature]</u> Date: <u>9-20-10</u>
Print Name:	<u>JEREMY MARTIN</u> Title: <u>Sr. Partner / SALES MANAGER</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Multiple Award vendor (unit price basis)
<input type="checkbox"/> Multiple Award vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: _____ Date: _____	
Printed name: _____ Title: _____	
Purchase Order Number assigned to this contract for billing purposes: _____	

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

## WORK REFERENCES

Agency	BREVARD CO. BOCC
Address	2725 Judge Frank Jamieson Way BLDG C, suite C-303
City, State, ZIP	VICRA, FL 32940
Contact Person	Joliet Misconi
Telephone	321-617-7390 xt 56068
Date(s) of Service	5/8/2009 → present
Type of Service	County Portable Toilet Contract
Comments:	

Agency	Volusia Co. BOCC - BEACH HQ
Address	515 S. ATLANTIC AVE
City, State, ZIP	Daytona Beach, FL 32118
Contact Person	Wes Hewson
Telephone	386-239-6415 xt 238
Date(s) of Service	10/02 → present
Type of Service	County Beach Portable Toilet Contract
Comments:	

Agency	PATRICK Air Force Base
Address	734 DELTA DR BLDG 710
City, State, ZIP	P.AFB. FL 32925
Contact Person	Linda Adair
Telephone	321-494-9941
Date(s) of Service	2002 → present
Type of Service	BASE PORTABLE TOILET CONTRACT
Comments:	