



REQUEST FOR PROPOSAL (RFP)

Septic System Inspection, Repair, Maintenance and Pumping Service

RFP Number:	11-0424	Contracting Officer:	Sandra Rogers
Proposal Due Date:	September 14, 2011	Pre-Proposal Conference Date:	See Section 1.4
Proposal Due Time:	3:00 pm	RFP Issue Date:	August 10, 2011

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Section 1.18
Indemnification/Insurance:	Section 8
Pre-Proposal Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the 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 RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

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

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

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose this solicitation is to select two (2) qualified Contractors to provide septic system inspection, repair, and maintenance services to various Lake County facilities. The Contractor shall provide all required licenses, permits, plans, engineering, inspections, labor, materials, equipment, tools, locating services, etc. to provide a 100% complete project. This solicitation shall require the Contractor to perform all work in accordance with applicable codes, local ordinances, requirements of Lake County and the State of Florida.

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. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 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 – Considering Qualifications and Pricing

Award will be made to the vendor(s) who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Proposed costs / fee schedule.
2. Qualifications of proposed personnel.
3. Reports from direct and indirect references.
4. Degree to which the proposer incorporates Lake County-based employees or subcontractors within their operational plan.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

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 be 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 Period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for three (3) 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 as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the vendor's responsibility to request any pricing adjustment in writing 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

Upon completion and acceptance of the work required in conjunction with each project, the vendor(s) shall submit an invoice. This invoice shall be submitted to the County user department(s) to which the required goods or services were delivered. Under no circumstances shall the invoice be submitted to the County in advance of the work being completed.

All invoices shall contain the contract and/or purchase order number, date and location of service, and a detailed report as listed under Section 2, Statement of Work.

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.

Invoices shall be sent to: Lake County Facility Administration
 P.O. Box 7800
 Tavares, Florida 32778-7800

Section 1.8: Insurance (Purchases Under \$25,000)

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	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
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	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

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

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in Statement of Work

Section 1.11: Acceptance of Goods or Services

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

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor,

to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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 five (5) 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 ten (10) 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: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

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

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake

County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. 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 of 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 441
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
32400 COUNTY ROAD 473
LEESBURG, FL 34788

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

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The original proposal and one (1) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official proposal due date and time. Any proposal 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 vendor in responding to this RFP including, without limitation, costs

for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

A. Statement of Interest & Understanding of Project

- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual’s background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with company
 - Education and formal training, including certifications.
- D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering. Each different solution shall be tabbed numerically (Solution #1, Solution #2, etc) and shall be complete.
- B. Exceptions - any exceptions that the proposer may have concerning any item(s) set forth in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization’s professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Completed Pricing, Certifications, Addendum Acknowledgements, Signature

Tab 8 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

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

Section 1.15: 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 1.16: 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 1.17: Business Hours of Operations

The Contractor shall provide twenty-four (24) hour, seven (7) days a week services to the County under this contract.

Section 1.18: 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 1.19: Compliance with Federal Standards

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

Section 1.20: 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 1.21: Emergency Service

The Contractor shall provide 24 hours, 7 days a week emergency service 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 four (4) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within six (6) hours after notification by the County.

An immediate assessment of the problem encountered must be communicated to the Project Manager within one (1) hour of arrival at the site. If an immediate repair is not possible, an accurate projection of expected completion time must be relayed to the Project Manager.

Section 1.22: 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.

Section 1.23: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.24: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.25: 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 1.26: Local Office Shall be Available

Offers will only be accepted from vendors which maintain an office that is located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). This office shall be staffed by a competent company representative who can be

contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.27: Materials May be Maintenance Certified

The County hereby agrees that materials supplied by the vendor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the vendor at the vendor's expense; or (2) require the vendor to replace the materials at the vendor's expense. The vendor's supplier of maintenance certified equipment should be easily identifiable to the County.

Section 1.28: 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 1.29: 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 1.30: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, 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 which is damaged by reason of the vendor's operation on the property. 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 1.31: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar or ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Section 1.32: 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 1.33: Superintendent Shall be Supplied by the Vendor

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

The Contractor shall provide the County's designated representative with a contact number that the County can use in case of emergency. The number provided shall be answered by the Contractor or the Contractor's representative and shall be manned on a 24 hours, 7 days a week basis.

The Contractor shall provide the County's designated representative with an e-mail address that the County can use for regular scheduled work. Work Orders will be sent to this address and shall be completed with the next ten (10) business days.

SCOPE OF SERVICES

1. INITIAL INSPECTION

- Within 60 calendar days after a notice to proceed has been issued, the Contractor shall perform a detailed inspection of all septic tanks listed in this scope. These inspections shall take place during regular County business hours M-F 8am to 5pm unless approved by the Project Manager. The inspection shall include:
 - Size of the tank
 - Shape of the tank
 - Type of tank construction
 - Condition of the tank
 - Condition of drain field
 - The volume of solids, scum, and sludge in the tank
- If it is determined during the inspection that the tank is in need of pumping, the Contractor shall immediately call the Project Manager for approval. The Project Manager may visit the site and the Contractor will be required to provide proof that the tank needs pumped. If after approval the tank is pumped all inspection charges shall be applied to the cost of pumping and, if requested by the Project Manager, certification.
- The Contractor shall provide a detailed report, via e-mail in pdf format, to the Project Manager that includes all of the information for each facility, as well as, a sketch showing the location of the tank with measurements from points of reference.
- The Contractor shall use this information to provide the County with a three (3) year schedule for all facilities to be pumped and certified, prioritized in order of need and suggested frequencies listed. The schedule shall be provided, via e-mail in pdf format, to the Project Manager.

2. EXECUTION

- **Septic tanks** - shall be pumped and shall be cleared of solids and liquids. All filters shall be cleaned. The tank shall be inspected, and on initial cleaning certified.
- **Lift stations** - shall be pumped of liquids; solids and grease shall be removed and cleaned from all surfaces. Filters and floats shall be cleaned and inspected.

3. BASIS FOR ADDITIONAL REPAIRS

- The Contractor shall provide a quote for requested additional repairs/work based on the pricing section labeled “Basis for Additional Repairs”.

4. REPAIR

- The Contractor shall repair any areas of the site damaged as a result of the work at his own expense.
- Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they are approved by the Project Manager.
- All work shall be completed using the least invasive methods as possible.

5. MATERIALS

- All materials used shall be installed in strict accordance with the manufacturer’s specifications.

6. WASTE REMOVAL

- The Contractor shall be responsible for hauling and properly disposing of all wastes and debris removed from septic tanks, lift stations, strainer baskets, filters, and drains in accordance with all local, County, State, and Federal regulations.

7. WORK ORDERS

- On other than emergency work, the County's designated representative shall generate and issue, via e-mail, a Work Order for each project to be performed under the contract resulting from this solicitation. The Contractor shall acknowledge receipt and provide a schedule date for work to be performed within 48 hours. The Work Order shall include the location, description and plans, if available, covering the scope of work to be completed. The Work Order shall also include a cost estimate calculated by the County for the work listed on the Work Order. This estimate shall be based on the unit or other pricing established in the basic contract. In the event that the County's estimate is incorrect, the County will accept the Contractor's revised calculations based on substantial verification of the work to be performed. Verification of discrepancies shall be provided by the Contractor to the Project Manager prior to work, above and beyond the County's estimate. The County shall only pay the costs of the work up to the agreed upon pricing in the contract, unless derived from the pricing section under "Basis for Additional Pricing" and approved in writing by the Project Manager. For purposes of identification and payment, the Work Order shall be numbered and dated. The Work Order describing the description of work and cost estimates shall be issued to the Contractor(s) which have been qualified to perform work under this solicitation and resulting contract. The Contractor shall complete the work described in the Work Order within the following ten business days. All work covered by a Work Order shall constitute a Contract Schedule.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this 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.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

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 Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer 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 proposals. 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 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 work 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 proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer 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 proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

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

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 Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal 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 proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

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 Proposal 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 proposal due 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 proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes 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 proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 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 County Attorney prior to submittal of a response 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.

3.7 INCURRED EXPENSES

This RFP 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 proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 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.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer 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 from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive 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 proposals 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. 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 proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. 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.
- H. 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 contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 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.

3.14 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.

3.15 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.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor'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 estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize 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.

3.17 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 to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 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.

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

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 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. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. 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.

3.23 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.

3.24 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.

3.25 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."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or 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.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy 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 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.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other 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 with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

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

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP 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 RFP 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>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. 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.

3.34 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 revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 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.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to 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.

3.37 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.

RFP TITLE: Septic System Inspection, Repair, Maintenance and Pumping Service

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 RFP 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

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

PRICING SECTION

Building Name	Alt. Key	Tank Size	Pump Cost Per Gallon	Inspection Cost Per Gallon	Cert. Cost
American Legion	2508167	Unknown	\$	\$	\$
Animal Control	3701267	1,050 & 900	\$	\$	\$
Area I Road Maintenance	1171245	1,050	\$	\$	\$
Area II Road Maintenance	1659388	900	\$	\$	\$
Area III Road Maintenance	2809981	Unknown	\$	\$	\$
BCC/Clerk's Warehouse	1184517	1,350	\$	\$	\$
Community Center - Ferndale	1590655	Unknown	\$	\$	\$
Community Center - Forest Hills	2540427	Unknown	\$	\$	\$
Community Center - Paisley	1312230	Unknown	\$	\$	\$
Community Center - Umatilla	1212197	1,500	\$	\$	\$
Ellis Acres	1744903	1,050	\$	\$	\$
Environmental Lab	1441421	1,200	\$	\$	\$
Environmental Services Administration	1441421	1,200	\$	\$	\$
Ferndale Storage	1590655	Unknown	\$	\$	\$
Fire Station 11 (was 46)	1246555	Unknown	\$	\$	\$
Fire Station 13 (was 21)	2606690	1,500	\$	\$	\$
Fire Station 14 (was 44)	1224799	Unknown	\$	\$	\$
Fire Station 15 (was 35)	1536715	Unknown	\$	\$	\$
Fire Station 19 (was 47)	2945117	Unknown	\$	\$	\$
Fire Station 20 (was 43)	1428459	Unknown	\$	\$	\$
Fire Station 21 (was 33)	2910208	Unknown	\$	\$	\$
Fire Station 27 (was 42)	2598859	Unknown	\$	\$	\$
Fire Station 39 (was 31)	1361842	900	\$	\$	\$
Fire Station 53 (was 62)	2585196	Unknown	\$	\$	\$
Fire Station 59 (was 65)	2851830	Unknown	\$	\$	\$
Fire Station 70 (was 53)	2664410	Unknown	\$	\$	\$
Fire Station 71 (was 51)	1180503	Unknown	\$	\$	\$
Fire Station 72 (was 52)	2562650	Unknown	\$	\$	\$
Fire Station 76 (was 81)	2788453	Unknown	\$	\$	\$
Fire Station 78	3844903	Unknown	\$	\$	\$
Fire Station 82 (was 85)	2841567	Unknown	\$	\$	\$
Fire Station 83	1590655	Unknown	\$	\$	\$
Fire Station 109 (was 91)	2603968	Unknown	\$	\$	\$
Fire Station 110 (was 93)	2945168	Unknown	\$	\$	\$
Fire Station 111 (was 98)	3793530	Unknown	\$	\$	\$

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 11-0424

Fuel Station Office/Restroom	1111935	900	\$	\$	\$
Lady Lake Residential Drop-off	1770742	Unknown	\$	\$	\$
Library - Paisley	1312230	Unknown	\$	\$	\$
McTureous House	1786134	Unknown	\$	\$	\$
Paisley Residential Drop-Off	1400716	Unknown	\$	\$	\$
Park - Lake Idamere Restroom	1028710	1,200	\$	\$	\$
Park - McTureous Memorial	1786100	Unknown	\$	\$	\$
Park - North Lake (Playground Restroom)	1061393	1,200	\$	\$	\$
Park - North Lake (Soccer Concession)	1061393	3,500 & 2,825	\$	\$	\$
Park - North Lake (Baseball Concession)	1222028	4,150 & 3,100	\$	\$	\$
Park - North Lake (Maintenance)	1222028	900	\$	\$	\$
Park - Paisley Restroom	1312230	Unknown	\$	\$	\$
Park - Twin Lakes Restroom	3817612	900	\$	\$	\$
Pear Park - Nature Center	1296366	900	\$	\$	\$
Pear Park - Restroom	1296366	900	\$	\$	\$
Pine Lakes Residential Drop-Off	3780299	1,050 & 350	\$	\$	\$
Scalehouse	1441421	900	\$	\$	\$
Sheriff Empire Church Rd Trailer	2822317	Unknown	\$	\$	\$
Sheriff Empire Church Rd Warehouse	2822317	Unknown	\$	\$	\$
Sheriff's South Lake Substation	3815486	Unknown	\$	\$	\$
South Battalion Chief	1659388	Unknown	\$	\$	\$
Special Projects Facility	1111935	900	\$	\$	\$
Traffic Operations	3701259	Unknown	\$	\$	\$
WMFO	1111935	1,050	\$	\$	\$
Library - East Lake	1598061	Unknown	\$	\$	\$

Total

\$	\$	\$
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Basis for Additional Repairs/Work	UOM	Cost
Septic tank – lift station trash removal	Per cubic yard	
Portable septic storage	Per day	
Water jetting	First hour	
	Additional hours	
Lead worker – regular working hours (8am-5pm)	Per hour	
Helper - regular working hours (8am-5pm)	Per hour	
Lead worker – after regular working hours	Per hour	
Helper – after regular working hours	Per hour	
Materials to be supplied at cost plus Contractor's mark-up	Percent of mark-up	
Backhoe – including delivery and pick up	Per day	

By Signing this Proposal the Proposer 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 proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal 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 using 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): _____

General Vendor Information and Proposal Signature:	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____	Date: _____
Print Name: _____	Title: _____
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.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool 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: Facility Address List

Attachment 2: Work References

Attachment 3: Vendor Profile Form

Attachment 4: Similar Projects Form

**Attachment 1
Facility Address List**

Building Name	Bldg. Sqft.	Address	City	Zip Code	Alt. Key
American Legion	2,030	40924 SR 19	Umatilla	32784	2508167
Animal Control	11,400	28123 CR 561	Tavares	32778	3701267
Area I Road Maintenance	4,515	2310 W. Griffin Rd	Leesburg	34748	1171245
Area II Road Maintenance	2,880	609 Diston Ave.	Minneola	34715	1659388
Area III Road Maintenance	2,109	19720 5th St	Umatilla	32784	2809981
BCC/Clerk's Warehouse	30000/ 13,000	32400 County Rd 473	Leesburg	34788	1184517
Community Center - Ferndale	963	15307 Ferndale Comm. Rd	Ferndale	34729	1590655
Community Center - Forest Hills	2,800	31039 Lake Mack Rd	Deland	32720	2540427
Community Center - Paisley	3,200	24954 CR 42	Paisley	32767	1312230
Community Center - Umatilla	3,200	17107 Ball Park Rd	Umatilla	32784	1212197
Ellis Acres	5,000	25302 CR 42	Paisley	32767	1744903
Environmental Lab	4,128	13100 County Landfill Rd	Tavares	32778	1441421
Environmental Services Administration	3,000	13130 County Landfill Rd	Tavares	32778	1441421
Ferndale Storage	1,600	15303 Ferndale Comm. Rd	Ferndale	34729	1590655
Fire Station 11 (was 46)	2,400	47544 SR 19	Altoona	32702	1246555
Fire Station 13 (was 21)	7,439	25250 CR 42	Paisley	32767	2606690
Fire Station 14 (was 44)	2,162	42700 SR 19	Altoona	32702	1224799
Fire Station 15 (was 35)	3,080	40601 Palm Dr.	Pine Lakes	32736	1536715
Fire Station 19 (was 47)	2,400	38816 Carroll St	Umatilla	32784	2945117
Fire Station 20 (was 43)	3,600	37711 SR 19	Umatilla	32784	1428459
Fire Station 21 (was 33)	3,600	25100 County Rd 44A	Eustis	32736	2910208
Fire Station 27 (was 42)	3,485	19212 SR 44	Eustis	32736	2598859
Fire Station 39 (was 31)	3,140	31431 Walton Health	Sorrento	32776	1361842
Fire Station 53 (was 62)	3,226	2505 Spring Lake Rd	Fruitland Park	34731	2585196
Fire Station 59 (was 65)	3,610	1201 Lewis Rd	Leesburg	34748	2851830
Fire Station 70 (was 53)	3,503	531 Sunnyside Dr.	Leesburg	34748	2664410
Fire Station 71 (was 51)	256	11305 Park Av	Leesburg	34788	1180503
Fire Station 72 (was 52)	3,500	12340 County Rd 44	Leesburg	34788	2562650
Fire Station 76 (was 81)	2,400	8819 County Rd 48	Yalaha	34797	2788453
Fire Station 78	2,400	16345 CR 448	Mt Dora	32757	3844903
Fire Station 82 (was 85)	2,400	24939 US Hwy 27	Leesburg	34748	2841567
Fire Station 83	2,400	15303 Ferndale Community Rd	Ferndale	34729	1590655
Fire Station 109 (was 91)	3,600	11630 Lakeshore Dr.	Clermont	34711	2603968
Fire Station 110 (was 93)	3,500	6234 County Rd 561	Clermont	34714	2945168

SECTION 5 – ATTACHMENTS

RFP Number: 11-0424

Fire Station 111 (was 98)	4,400	8805 Bay Lake Rd (CR 565)	Groveland	34736	3793530
Fuel Station Office/Restroom	352	12835 County Landfill Rd	Tavares	32778	1111935
Lady Lake Residential Drop-off	144	1200 Jackson St	Lady Lake	32159	1770742
Library - Paisley	4,464	24954 CR 42	Paisley	32767	1312230
McTureous House	1,645	42100 SR 19	Altoona	32702	1786134
Paisley Residential Drop-Off	144	44225 Spring Creek Rd	Paisley	32767	1400716
Park - Lake Idamere Restroom	108	12335 County Rd 448	Tavares	32778	1028710
Park - McTureous Memorial	60	42100 SR 19	Altoona	32702	1786100
Park - North Lake (Playground Restroom)	702	40430 Roger Giles Rd	Umatilla	32784	1061393
Park - North Lake (Soccer Concession)	1,595	40420 Roger Giles Rd	Umatilla	32784	1061393
Park - North Lake (Baseball Concession)	2,251	40400 Roger Giles Rd	Umatilla	32784	1222028
Park - North Lake (Maintenance)	2,135	40430 Roger Giles Rd	Umatilla	32784	1222028
Park - Paisley Restroom	108	24956 CR 42	Paisley	32767	1312230
Park - Twin Lakes Restroom	108	35309 CR 473	Bassville Park	34788	3817612
Pear Park - Nature Center	2,600	5336 University Av	Leesburg	34748	1296366
Pear Park - Restroom	108	5336 University Av	Leesburg	34748	1296366
Pine Lakes Residential Drop-Off	90	32520 SR 44	Pine Lakes	32736	3780299
Scalehouse	2,200	13130 County Landfill Rd	Tavares	32778	1441421
Sheriff Empire Church Rd Trailer	1,000	12344 Dry Fork Road	Groveland	34736	2822317
Sheriff Empire Church Rd Warehouse	4,500	12345 Dry Fork Road	Groveland	34736	2822317
Sheriff's South Lake Substation	15,729	15855 SR50	Clermont	34711	3815486
South Battalion Chief	3,491	609 Diston Ave.	Minneola	34715	1659388
Special Projects Facility	9,280	12835 County Landfill Rd	Tavares	32778	1111935
Traffic Operations	6,847	28127 CR 561	Tavares	32778	3701259
WMFO	3,017	12835 County Landfill Rd	Tavares	32778	1111935
Library - East Lake	4,974	31340 County Rd 437	Sorrento	32776	1598061

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p> 	<p>1d. Licensed to do business in the State of Florida? _____ Yes _____ No</p>
<p>1a. FEIN # _____</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> 	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____ (Typed or Printed Name) _____ (Title)</p>	

