



LAKE COUNTY
FLORIDA

CONTRACT NO. 13-0414

for Pest Control Services

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 **Massey Services, Inc.** (hereinafter "Contractor") to supply **Pest Control Services** to the County pursuant to County Bid number **13-0414** (hereinafter "Bid"), addenda nos. 1, opening dated **December 5, 2012** and Contractor's **December 3, 2012** 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 **April 1, 2013** through **March 31, 2014** 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: Sandra Rogers
Contracting Officer

Date: February 27, 2013

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

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

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



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. 1 Date: November 15, 2013

RFP No. 13-0414

RFP Title: Pest Control Services

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Change approximate square footage for the below building:

Section 4, Pricing Section:

Building Name	Approx. Sq. ft.	Street	Alt. Key	Monthly Pest Control Cost	Initial Annual WDO Inspect / Treatment Cost	Annual WDO Renewal Cost
Tavares						
Judicial Center	121,000 289,000	550 W. Main St	1277434	\$ 320	\$ 1,700	\$ 1,700

Firm Name: Massey Services Inc. Date: 12-3-12
 Signature: [Handwritten Signature] Title: GM
 Typed/Printed Name: Randy Wagner



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Pest Control Services

RFP Number: 13-0414 Contracting Officer: Sandra Rogers
 Proposal Due Date: December 5, 2012 Pre-Proposal Conference Date: Not applicable
 Proposal Due Time: 3:00 PM RFP Issue Date: October 29, 2012

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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 1.15
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

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 thirty (30) calendar days after the due date. When countersigned 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 of this solicitation is to select a qualified Contractor to provide for the **TOTAL RESPONSIBILITY** of **PEST CONTROL SERVICES**, portal to portal, including trip charges to various Lake County Government Facilities throughout the County. The Contractor shall assume all responsibility for the elimination of the following pests in all specified County facilities:

- Rats, mice, gnats, roaches, bed bugs, fleas, ticks, flies, ants, silverfish, drywood termites, formosan termites, subterranean termites, powderpost beetles, old house borers, wasps, bees, scorpions, beetles, lady bugs, arachnids, and any other arthropod pests not specifically excluded from this contract.
- Nests of stinging insects within the property boundaries of the specified buildings.
- County departments may, on occasion, have a need for the removal of nests of stinging insects on other than County property. The Contractor shall provide written quotes for these events on a case by case basis. Response times will be enforced for these events. The County reserves the right to seek additional quotes if desired.

Populations of the following pests are excluded from this contract:

- Birds, bats, snakes, and all other vertebrates, mosquitoes, and pests that are primarily outdoor inhabitants. However, all individual pests and animals which are primarily outdoor inhabitants, that become incidental invaders inside buildings, shall be eliminated.

Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work. **This scope of services represents the minimum standards required. The Contractor shall at all times meet or exceed the manufacturer's specifications for the products being used. The ultimate responsibility of the Contractor is to provide facilities that are free of pests and will reflect favorably upon the County and the Contractor.**

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
Office of Procurement Services
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 Office of Procurement Services.

Section 1.3: Method of Award

Award will be made to the vendor 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. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
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 / 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 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 four (4) 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 index: Consumer Price Index (CPI). 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

See Section 2, Scope of Services

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

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP Number: 13-0414

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.

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.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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

As specified in Scope of Services

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

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.

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 Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services 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)

Two (2) original proposals and one (1) complete copy of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services 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.

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. 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 firm.
 - Education and formal training, including certifications.
- D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. 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.
- B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated 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 - Other Information

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

Tab 8 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 9 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

Tab 10 - 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 11 - 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: 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: 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 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial,

technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: 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 1.18: 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 1.19: Labor, Materials, Fuel, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material, fuel, 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 1.20: 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 1.21: 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 1.22: Service Facilities Shall be Provided in Central Florida by the Vendor

Offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities 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, level of security, 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 shall be final.

Section 1.23: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.24: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County which includes the new information relevant to the specific material.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

SCOPE OF SERVICES

1. GENERAL

Perform all work in accordance with all State and Federal regulations, local ordinances, the Environmental Protection Agency (EPA), and requirements of Lake County.

The Contractor shall provide all required labor, material, permits, plans, engineering, local and state inspections to provide for pest control services to various Lake County Facilities.

2. STRATEGY

The strategy of this scope of services is to prescribe minimum requirements, with respect to pest control services, which mandate that the contractor meet these minimum requirements, but also allows the contractor to supplement other measures to meet the County's goal of having facilities that are pest free.

3. DESCRIPTION OF WORK

Initial Inspections:

Within 30 days of the issuance of a Notice to Proceed the Contractor shall provide an initial inspection of all properties to determine the presence of pests, including wood destroying organisms and rodents. These inspections may be performed at the same time as initial treatments. Individual inspection reports for each property shall be sent electronically, in PDF format, to the County's Project Manager. Inspection reports shall include the following:

- Address of facility
- Date of inspection
- Time of inspection
- Name of qualified inspector
- Evidence of pest or rodent activity
- Any existing damage due to pest or rodent activity
- Improvements or repair suggestions that may be made to facilities to reduce pest and/or rodent activity

Monthly Interior and Exterior Inspections:

The Contractor shall provide, at a minimum, a monthly inspection of all buildings and grounds to determine the presence of pests and their activities. The inspections shall include the interior and the exterior of the facility. These inspections may be performed at the same time as treatment. While performing interior inspections technicians shall be courteous and friendly to County staff and shall, when appropriate, solicit information regarding the evidence of pests.

Interior Treatment:

Interior spray treatments shall be performed quarterly for the elimination of pests. All areas of each specified facility will receive a spray treatment. These treatments may be required to be performed after regular County business hours. Pesticides used shall be odorless, approved for use indoors in both food and non-food areas, shall be non-staining, shall not damage furniture or other items, and shall be time released.

Exterior Treatments:

The exterior perimeter of each facility shall receive a spray treatment on, at minimum, a monthly basis. Treatment shall include perimeter spray that encompasses an area 7' out from the building and 3' up the building wall. Treatment shall also encompass the areas around 1st floor doors and windows. Chemical application rates shall be administered per the manufacturer's specifications.

Annual Wood Destroying Organism (WDO) Inspections/Treatments

Once a year the contractor shall inspect and treat as necessary for the following:

- Subterranean termites
- Drywood termites
- Formosan termites
- Powderpost beetles
- Old house borers
- Carpenter Ants

The Contractor shall provide a Wood Destroying Organism bond which shall include retreatment and repair of damage. Minimum limits of repair shall be one million dollars with no deductible.

Work Orders:

The Contractor shall be notified of pest control needs outside of the regular monthly treatments by a work order. Work orders shall be submitted by email and shall include a contact person at the facility. The Contractor shall provide an email address and a backup address to the County's Project Manager to notify the Contractor.

Upon completion of these treatments the Contractor's technician shall inform the facilities contact person that treatment has been completed and shall give them specifics on what they should expect and if retreatment is going to be needed. Good communication is essential to effectively performing this work and will be expected by the Contractor's employees. Failure to notify the contact person or, if not available, another person in the specific facility may be grounds for termination.

4. INTEGRATED PEST MANAGEMENT

Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that relies on a combination of common-sense practices. Contractors shall submit their IPM program information with their bids. Contractor's IPM shall not waive the minimum treatment requirements prescribed by this scope of services. The IPM program information shall include, but not be limited to:

Proposed Materials and Equipment for Service:

The Contractor shall provide current documentation for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service. The County shall have final approval over all pesticides, trapping and/or monitoring devices and equipment.

Proposed Methods for Monitoring and Identifying Pests:

The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

Prevention:

Describe methods that will be used as a preventative measure to keep pests and rodents from entering the facilities.

Control:

If preventive methods are no longer effective describe what methods will be used to control populations of pests and rodents.

Commercial Pesticide Applicator Certificates, Licenses, Identification Cards:

The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates, Licenses, and Identification Cards for the Contractor and for every employee who will be performing on-site service under this contract. The Contractor shall notify the County's Project Manager within 24 hours if the qualifying agent(s) for the company changes.

5. WORK SCHEDULE AND NON-COMPLIANCE FEE

The Contractor shall provide the Project Manager with a monthly schedule for all facilities, via e-mail, in pdf format to be submitted with the previous month's invoice. This schedule shall be used for the Project Manager to visit sites to determine that work has been completed and that the facilities being treated are being done as required by the scope of services. In the event a facility's work cannot be completed as scheduled the Contractor shall notify the Project Manager no later than the day of service and shall provide a revised monthly schedule within 2 days, via e-mail in pdf format. If the Project Manager is not notified that the work was not able to be completed on the scheduled day of service and an inspection by the Project Manager is made, the Contractor shall be assessed a fee of \$80.00 per day to be deducted from the Contractor's next monthly invoice as a non-compliance inspection fee. The parties agree that the non-compliance inspection fee sum represents a fair and reasonable estimate of the County's actual damages.

6. PESTICIDES

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction.

Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall not store any pesticide product on County property.

7. MATERIAL SAFETY DATA SHEETS (MSDS)

It is the Contractor's responsibility to provide at each facility the latest version of any MSDS required by 29 CFR 1910.1200 with the first use of any hazardous material. Also, at any time the content of an MSDS is revised, the Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material. MSDS information shall be provided by the Contractor in bound form, shall be clearly marked with the name of the Contractor, and shall be water proof. Copies shall be placed in the janitorial closets of each facility or as directed by the County's Project Manager.

8. STAFF

The Contractor shall provide adequate personnel, trained in all facets of pest control to properly and satisfactorily perform pest control services on County facilities.

The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees.

The Contractor's employees shall be courteous and polite at all times. Pest control services will require the Contractor's employees to interact with County employees during inspection and treatment visits. This interaction should be positive in nature and reflect well on the Contractor and the Facilities Management and Development Department. Specific pest control details should be reported to the County's Project Manager.

The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

A dress code for Contractor's employees shall consist of shirts, pants and work shoes/boots.

9. BACKGROUND CHECK

The Contractor shall provide the County with a complete list of personnel, subcontractors, and representatives of the Contractor that shall be utilized in the performance of this contract. The list shall include, a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida Identification Card/valid passport/valid work visa. Background checks shall be performed by the Lake County Sheriff's office at no expense to the Contractor. At no time shall any person associated with the Contractor be granted access to perform work on County property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's office. All decisions are final. The Contractor MUST remove any employee, with access to County facilities, from County service who is convicted of a felony crime during his employment. Failure of the Contractor to obtain background checks as specified can result in termination of the contract. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor shall have enough qualified people with current background checks so as to be able to provide a replacement within 24 hours.

10. ID BADGES

All workers shall be required to wear an ID badge identifying them as approved Contractors at all times while on County property. Lake County will supply the ID badges after an approved background check has been completed. The Contractor will ensure that all workers employed under this contract, by the Contractor or its subcontractors are scheduled, prior to assignment, for an appointment with the Project Manager, during the County's normal working hours, to get pictures for the ID badges. All new workers must be assigned an ID badge prior to starting work. The Contractor should be aware that it may take up to one week to receive ID badges after required information has been received and pictures have been taken.

11. REPORTING**Pest Control Services**

The contractor shall provide, with the monthly invoice, inspection and treatment reports for the month's inspection and treatments. Reports shall be provided by email in pdf format. Reports shall include the following:

- Address of facility
- Date of inspection
- Time of inspection
- Name of qualified inspector
- Treatment type – Type and location of chemicals or baits used
- Improvements or repair suggestions that may be made to facilities to reduce pest and/or rodent activity
- Signature of County representative on site during inspection - If no one is available on site the Contractor shall leave a door hanger with the Contractor's contact information and time of inspection/treatment and indicate no one was available for signature on the report.

Annual Wood Destroying Organism (WDO) Services

The contractor shall provide an annual Wood Destroying Organism inspection and treatment report each year. All reports shall be received at the same month each year and shall be included with the monthly invoice. The report shall also contain a Wood Destroying Organism Bond to include retreatment and repair of damage. Minimum limits of repair shall be one million dollars with no deductible. Reports shall be provided by email in pdf format. Reports shall include the following:

- Address of facility
- Date of inspection
- Time of inspection
- Name of qualified inspector
- Treatment type
- Improvements or repair suggestions that may be made to facilities to reduce pest and/or rodent activity
- Signature of County representative on site during inspection - If no one is available on site the Contractor shall leave a door hanger with the Contractor's contact information and time of inspection/treatment and indicate no one was available for signature on the report.

Reports shall be legible and sent by email in pdf format. Failure to provide completed reports will delay payment. Failure to get County Representative signature's or leave door hangers may, at the County's discretion, be grounds for contract termination.

12. SUBMITTALS TO BE INCLUDED WITH BID

Contractors shall submit their IPM program information.

Contractors shall submit all MSDS reports for the chemicals that will be used on County Property.

Contractors shall submit a sample copy of their Wood Destroying Organism bond. Warranty shall include a service agreement to include retreatment and repair of damage. Minimum limits of retreatment and repair shall be one million dollars.

13. METHOD OF PAYMENT

The contractor shall submit a monthly invoice to the County's Project Manager after all work has been completed. Invoices shall be submitted electronically in PDF format and shall also include all required reporting. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and include a copy of the acceptance document that was signed by an authorized representative of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.

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 Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

14. BUSINESS HOURS OF OPERATION

Pest control services shall be available on a seven (7) days a week 24 hours a day basis. Approval from the County's Project Manager shall be obtained if work is to be performed after regular County hours. Regular working hours for pest control services are Monday through Friday, 8:00 A.M. to 5:00 P.M. These hours may vary based on need. At no time shall the Contractor's work interfere with the day-to-day operation of the County's facilities.

15. 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 contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

16. RESPONSE TIME

Upon notification, the response time to any emergency pest control work order shall not exceed four (4) hours. Non-emergency service response time shall be the next business day. Lake County shall, at its discretion, determine the level of importance.

17. PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, sod, shrubberies, sidewalks, curbing, parking lots, irrigation, etc., both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the Contractor during the term of this contract; and the Contractor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. All repairs are to be made using like materials. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

18. COMPLIANCE WITH FEDERAL STANDARDS AND LICENSING

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 Environmental Protection Agency (EPA), the National Institute of Occupational Safety Hazards (NIOSH), the Food and Drug Administration (FDA), and the

National Fire Protection Association (NFPA). In addition the Contractor shall be licensed under the Florida Department of Agriculture and Consumer Affairs for commercial pest control.

19. LABOR & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor and materials 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.

20. QUANTITIES

No guarantee is expressed or implied as to quantities or dollar amounts that will be used for this project. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

21. LIQUIDATED DAMAGES

The Liquidated Damages listed are for additional work that will have a specific time frame for completion. Warranty work, such as repair and tenting of a structure, covered by the Wood Destroying Organism bond would be an example. The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if work is not completed within the specified time frame. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages listed are as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000	\$ 91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
Over \$50,000 but less than \$250,000.....	\$313
\$250,000 or more but less than \$500,000	\$715

A noncompliance fee of \$50.00 per occurrence shall be assessed if the Contractor exceeds the specified response times.

A noncompliance fee of \$80.00 per occurrence shall be assessed pursuant to section 6 of this scope of services.

Noncompliance fees shall be applied at the sole discretion of the County’s Project Manager and shall be subtracted from the Contractor’s next scheduled monthly payment.

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

The proposer shall 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.

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.

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 proposers 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.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, 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 a proposal will be available for public inspection 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.

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/ COPYRIGHTS

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.

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

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.

RFP TITLE: Pest Control Services

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- 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:
The bidder must list below the dates of issue for each addendum received in connection with this RFP:
Addendum #1, Dated: <u>November 15, 2013</u>
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

PRICING SECTION

Building Name	Approx. Sqft	Street	Alt. Key	Monthly Pest Control Cost	Initial Annual WDO Inspect / Treatment Cost	Annual WDO Renewal Cost
Altoona						
Fire Station 11	2,400	47544 SR 19	1246555	\$ 10	\$ 157	\$ 157
Fire Station 14	2,162	42700 SR 19	1224799	\$ 10	\$ 146	\$ 146
McTureous House	1,645	42100 SR 19	1786134	\$ 25	\$ 147	\$ 147
Astatula						
Fire Station 77	3,649	13431 Ohio Street	3777191	\$ 10	\$ 153	\$ 153
Tower-Astatula	400	26312 CR 561	1441781	\$ 10		
Astor						
Adkins House	1,000	55420 Front St	2562986	\$ 10	\$ 69	\$ 69
Astor Library	4,464	54905 Alco Rd	2754648	\$ 20	\$ 201	\$ 201
Astor Recreational Center	2,480	54835 Alco Rd	2754648	\$ 10	\$ 216	\$ 216
Fire Station 10	4,468	23023 SR 40	2987898	\$ 10	\$ 210	\$ 210
Tower-Astor	400	23025 SR 40	2987898	\$ 10		
Clermont						
Cagan Crossings Library	18,000	16729 Cagan Oaks	3815905	\$ 65	\$ 495	\$ 495
Clermont Health Clinic	1,646	560 W. Desolo St	1613353	\$ 10	\$ 141	\$ 141
Sheriff's South Lake Substation	15,729	15855 SR50	3815486	\$ 85	\$ 534	\$ 534
South Lake Health Clinic	5,000	875 Oakley Seaver Dr.	3877251	\$ 25		
South Lake Tag Office	2,320	194 N. US27 @Citrus Tower	1109949	\$ 10		
Tower-Orange Mountain	400	8325 N. Bradshaw Rd	1462436	\$ 10		
Tower-Progress Energy	400	14237 SR 50	1648203	\$ 10		
Tower-Minneola	400	18250 Scrub Jay Lane	3824094	\$ 10		
Tower-Buckhill	400	21923 S. Buckhill Rd	3781402	\$ 10		
Tower-Station 112	400	16300 CR 474	3799038	\$ 10		
Fire Station 83 & Apparatus Room	2,400	15303 Ferndale Community Rd	1590655	\$ 20	\$ 370	\$ 370
Fire Station 109	3,600	11630 Lakeshore Dr.	2603968	\$ 10	\$ 184	\$ 184
Fire Station 110	3,500	6234 County Rd 561	2945168	\$ 10	\$ 177	\$ 177
Fire Station 112	3,956	16240 County Rd 474	3799038	\$ 10	\$ 247	\$ 247
Deland						
Forest Hills Community Center	2,800	31039 Lake Mack Rd	2540427	\$ 10	\$ 135	\$ 135
Eustis						

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0414

Eustis Van Dee Health Clinic	3,338	14 N. Eustis St.	1188407	\$ 20		
Fairgrounds - Ash Ford Bldg.	7,000	2101 County Rd 452	1122767	\$ 15	\$ 294	\$ 294
Fairgrounds - Clements Bldg.	7,560	2101 County Rd 452	1122767	\$ 15	\$ 286	\$ 286
Fairgrounds - Expo Bldg.	17,814	2101 County Rd 452	1122767	\$ 20	\$ 574	\$ 574
Fairgrounds - Mayo Bldg.	3,000	2101 County Rd 452	1122767	\$ 15	\$ 171	\$ 171
Fire Station 21	3,600	25100 County Rd 44A	2910208	\$ 10	\$ 181	\$ 181
Fire Station 27	3,485	19212 SR 44	2598859	\$ 10	\$ 179	\$ 179
Health Department Administration	11,500	16140 Hwy 441	1244021	\$ 25		
Public Works	15,000	437 Ardice Ave.	3317050	\$ 40		
Sheriff's Vehicle Maintenance	10,425	1925 E. McDonald Ave	1006252	\$ 15	\$ 1755	\$ 1755
Tower-Royal Trails	400	30301 Seagrape Ave	1785251	\$ 10		
Triangle Tag Office	8,808	15733 Dora Ave	3695372	\$ 15		
Fruitland Park						
Transportation Office	2,942	2440 US Hwy 441/27	1740061	\$ 20	\$ 198	\$ 198
Fire Station 53	3,226	2505 Spring Lake Rd	2585196	\$ 10	\$ 180	\$ 180
Groveland						
Communication Maintenance Facility	31,622	20415 Independence Blvd	1390885	\$ 60	\$ 318	\$ 318
Fire Station 111	4,400	8805 Bay Lake Rd. (CR 565)	3793530	\$ 10	\$ 159	\$ 159
Marion Baysinger Library	4,500	756 W. Broad St	1523729	\$ 20	\$ 219	\$ 219
Sheriff's Empire Church Rd Warehouse	4,500	12345 Dry Fork Road	2822317	\$ 25	\$ 432	\$ 432
Tourist Welcome Center	4,770	20763 US HWY 27	3612132	\$ 20	\$ 230	\$ 230
Tower-Groveland	400	12331 Dry Fork Rd	2822317	\$ 10		
Vehicle Maintenance Facility	31,622	20423 Independence Blvd	1390885	\$ 85	\$ 571	\$ 571
Lady Lake						
Fire Station 52	5,468	306 W. Hermosa St	1120845	\$ 10	\$ 277	\$ 277
Fire Station 54	3,600	6200 Lake Griffin Rd	3343620	\$ 10	\$ 184	\$ 184
Lady Lake Tag Office	1,000	918 Avenida Central St	3452241	\$ 10		
North Lake Clerk Office	1,160	902 Avenida Central	3452241	\$ 10		
Sheriff LaGrande Substation	2,400	108 LaGrande Blvd	3857645	\$ 10		
Tower-Lady Lake	400	1113 Teal Lane	1771391	\$ 10		
Leesburg						
Area I Road Maintenance	4,515	2310 W. Griffin Rd	1171245	\$ 10	\$ 168	\$ 168
BCC Warehouse #1	30,000	32400 County Rd 473	1184517	\$ 50	\$ 699	\$ 699
Clerk's Warehouse	13,000	32401 County Rd 473	1184517	\$ 0	\$ 0	\$ 0
Fire Station 59	3,610	1201 Lewis Rd	2851830	\$ 10	\$ 186	\$ 186
Fire Station 70	3,503	531 Sunnyside Dr.	2664410	\$ 10	\$ 180	\$ 180
Fire Station 71	256	11305 Park Av	1180503	\$ 10	\$ 168	\$ 168
Fire Station 72	3,500	12340 County Rd 44	2562650	\$ 10	\$ 180	\$ 180

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Fire Station 82	2,400	24939 US Hwy 27	2841567	\$ 10	\$ 159	\$ 159
Leesburg Health Clinic	4,992	2113 W. Griffin Rd	1741122	\$ 20	\$ 253	\$ 253
Leesburg Tag Office	960	1340 Citizens Blvd	1204763	\$ 10		
Pear Park Office Building #1	2,555	5336 University Ave	1296234	\$ 10	\$ 162	\$ 162
Pear Park Service Shop	1,736	5336 University Ave	1296234	\$ 10	\$ 130	\$ 130
Pear Park Storage Building	425	5336 University Ave	1296234	\$ 10	\$ 67	\$ 67
Sheriff's Aircraft Hangar	6,400	328-340 Echo Dr.	1680867	\$ 20	\$ 243	\$ 243
Sheriff's Hawthorne Substation	400	100 Hawthorne Blvd.	1701015	\$ 10		
Sheriff's Lake Square Substation	200	10401 US Hwy 441	1703751	\$ 10		
Tower-Leesburg Mall Water	400	10399 US Hwy 441	2856688	\$ 10		
Tower-Leesburg DOT	400	548 S. 14th St	1398525	\$ 10		
Vehicle Maintenance Chemical Shed	198	2300 W. Griffin Rd	1171245	\$ 10	\$ 256	\$ 256
Vehicle Maintenance Heavy-duty Shop	5,634	2300 W. Griffin Rd	1171245	\$ 0	\$ 0	\$ 0
Vehicle Maintenance Light duty Shop	653	2300 W. Griffin Rd	1171245	\$ 10	\$ 168	\$ 168
Vehicle Maintenance Storage Building	389	2300 W. Griffin Rd	1171245	\$ 10	\$ 67	\$ 67
Vehicle Maintenance Tire Shop	2,112	2300 W. Griffin Rd	1171245	\$ 10	\$ 135	\$ 135
Minneola						
Area II Road Maintenance	2,880	609 Disston Ave.	1659388	\$ 10	\$ 175	\$ 175
South Battalion Chief	3,491	609 Disston Ave.	1659388	\$ 10	\$ 103	\$ 103
Mt. Dora						
Elections Support Center	13,832	701 S Rossiter St	3832362	\$ 25		
Fire Station 78	2,400	16345 CR 448	3844903	\$ 10	\$ 273	\$ 273
Tower-Mt Dora Water Treatment	400	1870 SR 46	1048460	\$ 10		
Okahumpka						
Covanta Incinerator Scalehouse	1,600	3830 Rogers Industrial Rd	2585650	\$ 10		
Tower-Leesburg Water Treatment	400	1550 CR 470	1038413	10		
Paisley						
Ellis Acres	5,000	25302 CR 42	1744903	\$ 25	\$ 142	\$ 142
Fire Station 13	7,439	25250 CR 42	2606690	\$ 10	\$ 276	\$ 276
Paisley Community Center	3,200	24954 CR 42	1312230	\$ 15	\$ 178	\$ 178
Paisley Library	4,464	24954 CR 42	1312230	\$ 20	\$ 202	\$ 202
Tower-Station 13	400	25250 County Rd 42	2606690	\$ 10		
Pine Lakes						
Fire Station 15	3,080	40601 Palm Dr.	1536715	\$ 10	\$ 186	\$ 186
Sorrento						
East Lake Library	4,974	31340 County Rd 437	1598061	\$ 20		
Fire Station 39	3,140	31431 Walton Health	1361842	\$ 10	\$ 173	\$ 173

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Tower-Sorrento	400	27020 CR 46A	3433688	\$ 10		
Tavares						
320 W Main St	29,241	320 W Main St	2534770	\$ 50	\$ 435	\$ 435
323 N Sinclair Ave	3,128	323 N Sinclair Ave	1497469	\$ 15		
418 Building	6,000	418 Alfred St	1277337	\$ 20	\$ 355	\$ 355
Agricultural Center	12,884	1951 Woodlea Rd	1391105	\$ 40	\$ 487	\$ 487
Animal Control	11,400	28123 County Rd 561	3701267	\$ 35	\$ 427	\$ 427
Central Energy Plant – 1975	400	315 W. Main St	1276489	\$ 10	\$ 150	\$ 150
Central Energy Plant - 2009	10,451	445 W. Alfred St.	1277434	\$ 15	\$ 416	\$ 416
County Administration Building	84,162	315 W. Main St (Bldg. A)	1276489	\$ 115	\$ 441	\$ 441
Detention Center/Prelude/CEP 90	260,000	551 W. Main St	1686083	\$ 370	\$ 2012	\$ 2012
Environmental Lab	4,128	13100 County Landfill Rd	1441421	\$ 10	\$ 228	\$ 228
Environmental Services Administration	3,000	13130 County Landfill Rd	1441421	\$ 10	\$ 183	\$ 183
Fuel Station Main Shed and Office	128	12835 County Landfill Rd	1111935	\$ 10	\$ 122	\$ 122
Haz-Mat Trailer	120	13100 County Landfill Rd	1441421	\$ 10	\$ 126	\$ 126
Historic Courthouse	40,643	317 W. Main St	1276471	\$ 50	\$ 390	\$ 390
Horticultural Center	2,294	1952 Woodlea Rd	1391105	\$ 10	\$ 142	\$ 142
Judicial Center	121,000	550 W. Main St	1277434	\$ 320	\$ 850	\$ 850
Library Services	5,900	2401 Woodlea Rd	3378695	\$ 10	\$ 247	\$ 247
Mosquito Control Chemical Storage	317	401 S. Bloxham Ave	1376742	\$ 10	\$ 132	\$ 132
Mosquito Control Paint/Service	9,512	401 S. Bloxham Ave	1376742	\$ 10	\$ 279	\$ 279
Parking Garage	536,000	200 N Sinclair Ave	2534770	\$ 175		
Property Records Storage	10,080	313 S. Bloxham Ave	1376742	\$ 20	\$ 317	\$ 317
Public Defender	15,400	123 N. Sinclair Ave	1277388	\$ 20	\$ 282	\$ 282
Public Records Center	14,908	122 E. Main St	1276608	\$ 25	\$ 440	\$ 440
Scalehouse	2,200	13130 County Landfill Rd	1441421	\$ 10	\$ 163	\$ 163
Sheriff's Administration Building	37,500	360 W. Ruby St	1276471	\$ 40	\$ 342	\$ 342
Sheriff's Work Farm	1,200	13003 County Landfill Rd	1441421	\$ 10		
Special Projects Facility	9,280	12835 County Landfill Rd	1111935	\$ 10	\$ 300	\$ 300
Tower-Tavares Water	400	316 N. Ingraham Ave	1277680	\$ 10		
Traffic Operations	6,847	28127 CR 561	3701259	\$ 10	\$ 333	\$ 333
WMFO	1,200	12835 County Landfill Rd	1441421	\$ 10	\$ 192	\$ 192
Umatilla						
American Legion	2,030	40924 SR 19	2508167	\$ 15	\$ 161	\$ 161
Area III Road Maintenance	2,109	19720 5th St	2809981	\$ 10	\$ 174	\$ 174
Fire Station 19	2,400	38816 Carroll St	2945117	\$ 10	\$ 159	\$ 159

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Fire Station 20	3,600	37711 SR 19	1428459	\$ 10	\$ 216	\$ 216
North Lake Park Maintenance Building	1,000	40430 Roger Giles Rd	1222028	\$ 20	\$ 187	\$ 187
North Lake Park Baseball Concession	1,000	40400 Roger Giles Rd	1222028	\$ 20	\$ 145	\$ 145
North Lake Park Soccer Concession	1,000	40420 Roger Giles Rd	1222028	\$ 20	\$ 126	\$ 126
North Lake Park Public Restroom	900	Playground Area	1222028	\$ 20	\$ 100	\$ 100
Tower-Umatilla SBA	400	19430 E. 3rd St	3457404	\$ 10	\$ 60	\$ 60
Umatilla Community Center	3,200	17107 Ball Park Rd	1212197	\$ 15	\$ 178	\$ 178
Umatilla Health Clinic	4,437	249 E. Collins Av	2947004	\$ 35	\$ 498	\$ 498
Yalaha						
Fire Station 76	2,400	8819 County Rd 48	2788453	\$ 10	\$ 187	\$ 187
Total				\$ 3,060	\$ 26,701	\$ 26,701

Note:

- Initial Annual WDO Inspect / Treatment Cost will be paid on a one time basis as they are completed. All other payments will be made monthly in 12 equal amounts.
- Facilities shown in **BOLD** currently have one million dollar termite bonds in place.
- Square footages are estimates.
- Selected facilities will require a County escort to perform services. Scheduling will be required.
- All buildings on property shall be included in inspections and treatments.
- Building information can be found at <http://www.lakecopropappr.com/> using the listed alternate key numbers.

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.

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)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Leesbury FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:
3609 W Main St., Leesburg FL 34748

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:	<u>Massey Services Inc.</u>		
Street Address:	<u>3609 W Main St</u>		
Mailing Address (if different):	_____		
Telephone No.:	<u>352-326-4201</u>	Fax No.:	<u>352-326-5610</u> E-mail: <u>rwagner@massey-services.com</u>
FEIN No.	<u>59-2557150</u>	Prompt Payment Terms:	<u>0</u> % <u>0</u> days, net <u>30</u>
Signature:	<u>[Signature]</u>	Date:	<u>12/3/12</u>
Print Name:	<u>Randy Wagner</u>	Title:	<u>General 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.

Vendor awarded as:

- Sole vendor
- Pre-qualified pool vendor based on price
- Pre-qualified pool vendor (spot bid)
- Primary vendor for items: _____
- Secondary vendor for items: _____
- Other status: _____

Signature of authorized County official:	<u>[Signature]</u>	Date:	<u>02-27-2013</u>
Printed name:	<u>Sandra Rogers</u>	Title:	<u>Contacting Officer</u>

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

WORK REFERENCES

Agency	Camp Boggy Creek
Address	30500 Brantley Branch Rd
City,State,ZIP	Eustis FL 32736
Contact Person	Ron Roux
Telephone	352-483-4200
Date(s) of Service	12/1/2004 to present
Type of Service	pest prevention / Termite Bond
Comments:	

Agency	Mission Inn Resort
Address	10400 CR 48
City,State,ZIP	Howey in the Hills FL 34737
Contact Person	Bud Buecher
Telephone	352-324-3101
Date(s) of Service	4/7/2003 to present
Type of Service	Pest Prevention
Comments:	

Agency	Florida Elks Youth Camp
Address	24175 SE Highway 450
City,State,ZIP	Umatilla FL 32784
Contact Person	Lynn Warburton
Telephone	352-669-9443
Date(s) of Service	6/8/2012 to present
Type of Service	Pest Prevention
Comments:	

VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p> <p>Massey Services Inc. 3609 W Main St Leesburg FL 34748</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1a. FEIN #</p> <p>59-255 7150</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>Randy Wagner 352-326-4201 General Manager</p>
<p>1b. Year Firm was established <u>1985</u></p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></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>Chris Chatham Bill Klein</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: <u></u> Date: <u>12-3-12</u></p> <p><u>Randy Wagner</u> <u>GM</u> (Typed or Printed Name) (Title)</p>	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Lake County Florida	<u>Contact Person:</u> Donald Glessner II <u>Title:</u> Facilities Contract Specialist
<u>Completion Date (Actual or Estimated)</u> <u>ongoing</u> <u>Project Cost:</u> \$ <u>2592/mth</u>	<u>Telephone Number</u> 352-253-4973
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Massey currently provides pest prevention services for Lake county facilities. We provide exterior and interior for the buildings with 24 hour seven days a week response.	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Chris Chatham Bill Klein	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> City of Eustis 10 Grove St Eustis FL 32726	<u>Contact Person:</u> Vicki McGhee <u>Title:</u> Staff Assistant III
Completion Date (Actual or Estimated) <u>ongoing</u> Project Cost: \$ _____	<u>Telephone Number</u> 352-357-7969
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Provide monthly pest prevention for 10 buildings for the City of Eustis. We provide exterior and interior services for the buildings with 24 hour, seven day a week response	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Chris Chatham Bill Klein	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Lifestream Behavioral Center Inc. 2020 Tully Road Leesburg FL 34748	<u>Contact Person:</u> LeAnda Hawkins <u>Title:</u> Building Services Mgr.
Completion Date (Actual or Estimated) _____ Project Cost: \$ _____	<u>Telephone Number</u> 352-315-7831
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Provide monthly pest prevention for all of Lifestream's facilities. Massey services 29 buildings for Lifestream. We provide 24 hour response seven days a week for all of Lifestream's pest prevention needs	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Chris Chatham Bill Klein	