LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: January 21, 2016	2. Contract No.: 15-0407 Effective Date: January 4, 2015
3. Contracting Officer: Sandra Rogers Telephone Number: (352) 343-9832	5. Contractor Name and Address: Clean Spray Corporation 361 Anchor Road, Suite 1009 Casselberry, Florida 32707 Attn: Dennis Mueller, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt,</u> preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to add the following locations:
A). New courthouse 1 story roof - $650.00
B). County Administration Building roof and all structures on top - $650.00

8. Contractor's Signature **REQUIRED** Name: [signature] Title: President/Owner Date: 01/25/2016	9. Lake County, Florida By: Sandra Rogers Contracting Officer 01-29-2016 Date

10. Distribution:

Original - Bid No. 15-0407
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: January 4, 2016	2. Contract No.: 15-0407 Effective Date: January 4, 2015
3. Contracting Officer: Sandra Rogers Telephone Number: (352) 343-9832	5. Contractor Name and Address: Clean Spray Corporation 361 Anchor Road, Suite 1009 Casselberry, Florida 32707 Attn: Dennis Mueller, President
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7. DESCRIPTION OF MODIFICATION:

Contract modification to extend for one (1) year expiring January 3, 2017

8. Contractor's Signature **REQUIRED** Name: [signature] Title: President/Owner Date: August 21, 2015	9. Lake County, Florida By: Sandra Rogers Contracting Officer 08-24-15 Date

10. Distribution:

Original - Bid No. 15-0407
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

CONTRACT NO. 15-0407

for **Pressure Washing and Window Washing Services for Lake County Buildings**

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 **Clean Spray Corporation** (hereinafter "Contractor") to supply **Pressure Washing and Window Washing Services** to the County pursuant to County Bid number **15-0407** (hereinafter "Bid"), Addendum # 1 dated **October 13, 2014** opening dated and Contractor's **October 21, 2014** 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 Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **January 4, 2015** through **January 3, 2016** 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 Manager.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: 10/24/2014

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

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

Pressure Washing and Window Washing Services for Lake County Buildings

ITB Number:	15-0407	**Contracting Officer:**	Sandra Rogers
Bid Due Date:	October 22, 2014	**Pre-Bid Conf. Date:**	See Section 1.4
Bid Due Time:	3:00 PM	**ITB Issue Date:**	September 26, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Section 1.18
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

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

NO-RESPONSE REPLY

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

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

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

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

Section 1.1: Purpose

The purpose of this solicitation is to select one vendor to perform the specific pressure washing and window cleaning tasks described in this solicitation in support of County buildings. All specific tasks are to be performed in conjunction with the County's needs on an as-needed, as-ordered basis. It is specifically noted that the County makes no guarantee of the level of effort that will be ordered, and that there is no intent to have work performed that would in total exceed $25,000 in value during the course of any single one year term of the contract.

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 bid due date.

Sandra Rogers, CPPB, 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 - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Examination of Site (Mandatory)

There is no formal pre-bid conference associated with this solicitation. However, prior to submitting its offer, the vendor is required to visit the sites of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also required to examine carefully the drawings and specifications and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. No additional allowances will be made because of lack of knowledge of these conditions.

Completion of the site visit certification in the pricing section of this Invitation to Bid will serve as confirmation that the bidder has inspected the sites and shall present no claim arising from site conditions. Failure to provide a completed certification with the initial bid response may serve as cause for a vendor's bid to be rejected as non-responsive.

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 contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for four (4) Additional One (1) Year period(s) - (Maintain Same Prices)

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). The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. 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 may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor shall submit invoices as directed in Section 2, Statement of Work. Under no circumstances shall invoices submitted to the County in advance of the delivery and acceptance of the items. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

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

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

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

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

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

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

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

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

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

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum

limits of $500,000 and annual aggregate of $1,000,000.

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

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

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

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

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 sub contractor providing such insurance.

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date of Notice to Proceed

As stated in Section 2, Statement of Work

Section 1.11: Acceptance of Goods or Services

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

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

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

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion

status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

Not applicable to this solicitation.

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 stated in the solicitation.

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

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 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 Invitation to Bid

Two (2) signed original bids and one (1) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation (especially note the requirement in paragraph 4 of the statement of work to provide a list of chemicals untended or use) with the initial bid response. Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.

- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- Provide a list of chemicals intended for use as stated in paragraph 4 of the Statement of Work.

Section 1.14: Accident Prevention and Barricades

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

Section 1.15: Additional Locations may be Added

Although this solicitation and resultant contract identifies specific locations 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 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 that offers the lowest acceptable pricing. The additional location shall be added to this contract by formal modification.

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

Section 1.16: Availability of Contract to Other County Departments (With Facilities Approval)

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

Section 1.17: Business Hours of Operations

As stated in Section 2, Statement of Work.

Section 1.18: Certificate of Competency/Licensure, Permits, and Fees

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

Section 1.19: Clean-Up

As stated in Section 2, Statement of Work.

Section 1.20: Capability of Performance, 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 of 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 1.21: Deletion of Locations

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such

service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.22: Demonstration of Equipment May be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to designated County personnel, at no separate costs. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specification and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.23: 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 1.24: Labor, Materials, and Equipment Shall be Supplied by the Vendor

As noted within Section 2, Statement of Work, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.25: Local Office Shall be Available

The vendor shall maintain an office within the geographic boundaries of Lake County and/or any

bordering county. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

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

Section 1.26: Protection of Property

As stated in Section 2, Statement of Work.

Section 1.27: Risk of Loss

As stated in Section 2, Statement of Work.

Section 1.28: 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.

SCOPE OF SERVICES

PRESSURE WASHING/WINDOW WASHING SERVICES GENERAL TERMS AND CONDITIONS

1. GENERAL WORK REQUIREMENTS

The Contractor shall perform all work in accordance with applicable codes, local ordinances, and requirements of Lake County.

2. PURPOSE

The purpose of this solicitation is to select one (1) vendor to perform the specific pressure washing and window cleaning tasks described in this ITB. The lowest priced, responsive, responsible vendor for the specific tasks described in this ITB will be awarded the contract. The general terms and conditions listed shall apply to all projects.

3. DESCRIPTION OF WORK

The range of pressure washing shall consist of horizontal and vertical washing, and shall include, but not be limited to, walls, doors, windows, soffits, fascia, awnings, gutters, trim, etc. Pressure washing shall remove all foreign material to include, but not be limited to, mold, mildew, oil, grease, adhesives, sand, and dirt. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear streak free finish. Sidewalks, within ten feet (10') of the building, and entrance pads shall also be cleaned. Note: Pressure washing of the interior of the parking garage shall include washing all concrete floors and removing grease and oil using appropriate environmentally friendly cleaners, per section 4.

When specifically requested, window cleaning shall include a thorough cleaning of all windows and shall remove all foreign material to include, but not be limited to, mold, mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.

Surface materials generally shall include, but shall not be limited to, concrete, masonry, brick, wood, metal, glass, aluminum, and exterior insulation finishing systems (EIFS).

Vendors shall have technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes.

Vendors will provide all apparatus for safe operation at heights. This will include, but not be limited to, ladders, scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harness's, squeegees, etc.

Brush cleaning and low pressure cleaning shall be used if necessary to avoid damage to particular building exteriors.

Care shall be taken to ensure that there is no damage to the interior and/or exterior of the building. The Contractor assumes all liability for damage to the building.

4. CHEMICALS

All chemicals used for the performance of this contract shall be "Green Seal" labeled or equivalent equal. Chemicals used shall be environmentally safe and non-toxic. **A list of chemicals to be used shall be provided with the bid.**

All chemical containers and residual contained chemicals will be the responsibility of the awarded vendor. No chemicals of any type shall be disposed of at or on County property.

The County water source at each facility may be utilized.

5. TIME OF PROJECT PERFORMANCE/ TERM OF CONTRACT

Each project shall commence within ten (10) calendar days after issuance of a Notice to Proceed by the County, with work to be completed within the timeframe stated in the Notice to Proceed.

6. PURCHASE ORDERS

A blanket purchase order, not to exceed $25,000, shall be issued. Issuance of a purchase order is not a directive to begin work. A written notice to proceed or an electronic notice to proceed is required for the Contractor to schedule or begin work.

7. METHOD OF PAYMENT

The Contractor shall submit invoices, via email in pdf format, to the County's Project Manager after each project has been completed. 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.

All invoices shall contain the contract and/or purchase order number and the date(s) and location(s) of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the Contractor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

8. BUSINESS HOURS OF OPERATION

Hours of operation shall be specified based on individual project requirements. Most work will be required to be completed after hours and/or on weekends. At no point shall the Contractor's work interfere with the day-to-day operations of Lake County.

9. 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.

The Contractor shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.
All work must be cleaned up prior to the next day of business.

10. COMPLIANCE WITH FEDERAL STANDARDS

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

11. LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, 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.

12. FINAL REPAIR AND CLEAN-UP

The Contractor shall repair any areas of the site damaged as a result of the work at his own expense.

Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they are approved by the County's Project Manager.

All work shall be completed using the least invasive methods as possible.

At no time shall the specified work interfere with the regular operating hours of Lake County.

The Contractor must have ample cleaning supplies and equipment. At no time shall the Contractor use County cleaning supplies or equipment.

13. PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

14. SUPERVISION

The Contractor shall provide necessary supervision while working on County projects. The Contractor's supervisor(s) shall be literate and able to communicate fully in the English language, because of the necessity to read product labels, job instructions, and signs, as well as the need for conversing with management personnel. The Contractor's supervisor(s) shall also be capable of communicating fully with all of their employees in the event they do not speak English. The County's Project Manager will be the sole judge of the communication level. The supervisor(s) shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Project Manager.

15. STAFF

The Contractor shall provide adequate personnel, trained in all facets of pressure washing and window cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.

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 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.

16. QUANTITIES

No guarantee is expressed or implied as to quantities or dollar amounts that will be used during the contract period. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered. **Quantities ordered shall not exceed $25,000 per fiscal year.**

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
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 that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

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

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

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

E. Restricted Discussions

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

F. Change to, Withdrawal of, or Mistake in, Bid

<u>Changes to Bid</u> - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

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

<u>Mistake in Bid</u> - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

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

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. 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 solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 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 needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for 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 Procurement Services Manager.

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 bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use 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 effect 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 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 the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. 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

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

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

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of 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 each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

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.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: Pressure Washing and Window Washing Services for Lake County Buildings

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 ITB: Addendum #1, Dated: 10/13/2014 Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this ITB.

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

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

ADDENDUM NO. 1

Date: October 13, 2014

ITB No. 15-0407

ITB Title: Pressure Washing and Window Washing Services forLake County Buildings

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.

The purpose of this addendum is to add the below building to the pricing section:

Building Name	Bldg. Approx. Sqft. *	Street	City	Zip Code	Alt. Key	Pressure Washing Cost Per Cleaning	Window Cleaning Cost Per Cleaning **
Judicial Center	First Floor, Front of building only (facing Main Street)	550 W. Main Street	Tavares	32778	1277353	500.00	100.00
					Total Cost:	$500.00	$100.00

Firm Name: Clean Spray Corporation Date: 10/22/2014

Signature: Title: President

Typed/Printed Name: Dennis Mueller

PRICING SECTION

Building Name	Bldg. Approx. Sqft. *	Street	City	Zip Code	Alt. Key	Pressure Washing Cost Per Cleaning	Window Cleaning Cost Per Cleaning **
320 W Main St	29,241	320 W Main St.	Tavares	32778	2534770	1,200.00	900.00
418 Alfred St.	5,600	418 W. Alfred St.	Tavares	32778	1277337	675.00	100.00
Adkins House	1,000	55420 Front St.	Astor	32102	2562986	200.00	00.00
Ag Center Greenhouses	3,536	30208 SR 19	Tavares	32778	1391105	400.00	00.00
Agricultural Center	12,884	1951 Woodlea Rd.	Tavares	32778	1391105	750.00	200.00
American Legion	2,030	40924 SR 19	Umatilla	32784	2508167	450.00	00.00
Animal Control	11,400	28123 County Rd 561	Tavares	32778	3701267	750.00	00.00
Area I Road Maintenance	4,515	2310 W. Griffin Rd.	Leesburg	34748	1171245	500.00	00.00
Area II Road Maintenance	2,880	609 Diston Ave.	Minneola	34715	1659388	400.00	00.00
Area III Road Maintenance	2,109	19720 5th St.	Umatilla	32784	2809981	450.00	00.00
Astor Residential Drop-Off	248	Astor Transfer Rd.	Astor	32102	1014484	100.00	00.00
BCC/Clerk's Warehouse	43,000	32400 County Rd 473	Leesburg	34788	1184517	1,500.00	100.00
Central Energy Plant - 1975	400	315 W. Main St.	Tavares	32778	1276489	175.00	00.00
Central Energy Plant - 1990	2,080	551 W. Main St.	Tavares	32778	1686083	425.00	00.00
Central Energy Plant - 2009	10,451	445 W. Alfred St.	Tavares	32778	1277434	750.00	00.00
Community Center - Ferndale	963	15307 Ferndale Comm. Rd.	Ferndale	34729	1590655	200.00	00.00
Community Center - Forest Hills	2,800	31039 Lake Mack Rd.	Deland	32720	2540427	400.00	00.00
Community Center - Paisley	3,200	24954 CR 42	Paisley	32767	1312230	400.00	00.00
Community Center - Paisley - Ramps and Stairs Only	3,200	24954 CR 42	Paisley	32767	1312230	250.00	00.00
Community Center - Umatilla	3,200	17107 Ball Park Rd.	Umatilla	32784	1212197	400.00	00.00

Community Center - Umatilla - Ramps & Stairs Only	N/A	17107 Ball Park Rd.	Umatilla	32784	1212197	250.00	00.00
Communications Maintenance Facility	9,525	20415 Independence Blvd	Groveland	34736	1390885	750.00	00.00
County Administration Building	84,162	315 W. Main St.	Tavares	32778	1276489	1,750.00	1,200.00
County Administration Building, Floors 1 and 2 only	1,683	315 W. Main St.	Tavares	32778	1276489	675.00	250.00
Detention Center	260,000	551 W. Main St	Tavares	32778	1686083	2,250.00	750.00
East Lake Library Building Only	4,974	31340 County Rd 437	Sorrento	32776	1598061	750.00	00.00
East Lake Library Building and Roof	4,975	31341 County Rd 437	Sorrento	32776	1598061	900.00	00.00
Environmental Lab	4,128	13100 County Landfill Rd.	Tavares	32778	1441421	400.00	00.00
Environmental Services Administration	3,000	13130 County Landfill Rd.	Tavares	32778	1441421	400.00	00.00
Ferndale Storage	1,600	15303 Ferndale Comm. Rd.	Ferndale	34729	1590655	200.00	00.00
Fairgrounds - Ash Ford Bldg.	7,000	2101 County Rd 452	Eustis	32726	1122767	700.00	100.00
Fairgrounds - Clements Bldg.	7,560	2101 County Rd 452	Eustis	32726	1122767	600.00	00.00
Fairgrounds - Expo Bldg.	17,814	2101 County Rd 452	Eustis	32726	1122767	1,400.00	00.00
Fairgrounds - Laroe Pavilion	12,250	2101 County Rd 452	Eustis	32726	1122767	575.00	00.00
Fairgrounds - Mayo Bldg.	3,000	2101 County Rd 452	Eustis	32726	1122767	300.00	00.00
Fairgrounds- Arena Bleachers	N/A	2101 County Rd 452	Eustis	32726	1122767	1,400.00	00.00
Fire Station 10 (was 12)	4,468	23023 SR 40	Astor	32102	2987898	500.00	00.00
Fire Station 11 (was 46)	2,400	47544 SR 19	Altoona	32702	1246555	400.00	00.00
Fire Station 13 (was 21)	7,439	25250 CR 42	Paisley	32767	2606690	600.00	00.00
Fire Station 14 (was 44)	2,162	42700 SR 19	Altoona	32702	1224799	400.00	00.00
Fire Station 15 (was 35)	3,080	40601 Palm Dr.	Pine Lakes	32736	1536715	500.00	00.00
Fire Station 19 (was 47)	2,400	38816 Carroll St.	Umatilla	32784	2945117	500.00	00.00

Fire Station 20 (was 43)	3,600	37711 SR 19	Umatilla	32784	1428459	500.00	00.00
Fire Station 21 (was 33)	3,600	25100 County Rd 44A	Eustis	32736	2910208	500.00	00.00
Fire Station 27 (was 42)	3,485	19212 SR 44	Eustis	32736	2598859	500.00	00.00
Fire Station 39 (was 31)	3,140	31431 Walton Health	Sorrento	32776	1361842	500.00	00.00
Fire Station 52 (was 61)	5,468	306 W. Hermosa St.	Lady Lake	32159	1120845	500.00	00.00
Fire Station 53 (was 62)	3,226	2505 Spring Lake Rd.	Fruitland Pk	34731	2585196	500.00	00.00
Fire Station 54 (was 66)	3,600	6200 Lake Griffin Rd.	Lady Lake	32159	3343620	500.00	00.00
Fire Station 59 (was 65)	3,610	1201 Lewis Rd.	Leesburg	34748	2851830	500.00	00.00
Fire Station 70 (was 53)	3,503	531 Sunnyside Dr.	Leesburg	34748	2664410	500.00	00.00
Fire Station 71 (was 51)	256	11305 Park Ave.	Leesburg	34788	1180503	100.00	00.00
Fire Station 72 (was 52)	3,500	12340 County Rd 44	Leesburg	34788	2562650	500.00	00.00
Fire Station 76 (was 81)	2,400	8819 County Rd 48	Yalaha	34797	2788453	500.00	00.00
Fire Station 77 (was 71)	3,650	25028 Kirkwood Ave.	Astatula	34705	3777192	500.00	00.00
Fire Station 78	2,400	16345 CR 448	Mt Dora	32757	3844903	750.00	150.00
Fire Station 82 (was 85)	2,400	24939 US Hwy 27	Leesburg	34748	2841567	500.00	00.00
Fire Station 83	2,400	15303 Ferndale Community Rd.	Ferndale	34729	1590655	500.00	00.00
Fire Station 109 (was 91)	3,600	11630 Lakeshore Dr.	Clermont	34711	2603968	500.00	00.00
Fire Station 110 (was 93)	3,500	6234 County Rd 561	Clermont	34714	2945168	500.00	00.00
Fire Station 111 (was 98)	4,400	8805 Bay Lake Rd (CR 565)	Groveland	34736	3793530	500.00	00.00
Fire Station 112 (was 94)	3,956	16240 County Rd 474	Clermont	34714	3799038	500.00	00.00
Fuel Station Main Shed	128	12835 County Landfill Rd.	Tavares	32778	1111935	100.00	00.00
Fuel Station Office	352	12835 County Landfill Rd.	Tavares	32778	1111935	100.00	00.00
Haz-Mat Storage	198	13100 County Landfill Rd.	Tavares	32778	1441421	100.00	00.00

Haz-Mat Trailer	120	13100 County Landfill Rd.	Tavares	32778	1441421	100.00	00.00
Health Clinic (WIC) - Clermont	1,646	506 W. Desoto St.	Clermont	34711	1613353	300.00	00.00
Health Clinic - Clermont	5000	875 Oakley Seaver Dr.	Clermont	34711	3877251 3877252	700.00	00.00
Health Clinic - Leesburg	4,992	2113 W. Griffin Rd.	Leesburg	34748	1741122	600.00	100.00
Health Clinic - Umatilla	15,695	249 Collins Ave.	Umatilla	32784	2947004	700.00	200.00
Health Department Administration	11,500	16140 Hwy 441	Eustis	32726	1244021	700.00	250.00
Historic Courthouse	40,643	317 W. Main St.	Tavares	32778	1276471	2,800.00	1,200.00
Horticultural Center	2,294	1952 Woodlea Rd.	Tavares	32778	1391105	400.00	00.00
Courthouse - old section facing Sinclair Ave. painted Davits in place	121,000	550 W. Main St.	Tavares	32778	1277434	2,250.00	1,200.00
Courthouse Expansion - new section facing Main St. (brick) Davits in place	167,000	550 W. Main St.	Tavares	32778	1277434	11,500.00	5,000.00
Lady Lake Residential Drop-Off	144	1200 Jackson St.	Lady Lake	32159	1770742	50.00	00.00
Library - Astor	4,464	54905 Alco Rd.	Astor	32102	2754648	600.00	100.00
Library - Cagan Crossings	18,000	16729 Cagan Oaks	Clermont	34714	3815905	700.00	00.00
Library - M. Baysinger	4,500	756 W. Broad St.	Groveland	34736	1523729	500.00	00.00
Library - Paisley	4,464	24954 CR 42	Paisley	32767	1312230	500.00	00.00
Library Services	5,900	2401 Woodlea Rd.	Tavares	32778	3378695	700.00	200.00
Loghouse Residential Drop-Off	169	Loghouse Landfill Rd.	Clermont	34711	1812917	100.00	00.00
McTureous House	1,645	42100 SR 19	Altoona	32702	1786134	300.00	00.00
MIS Storage (2 Bldg.)	168	13100 County Landfill Rd.	Tavares	32778	1441421	50.00	00.00
Mosquito Control Chemical Storage	317	401 S. Bloxham Ave.	Tavares	32778	1376742	100.00	00.00
Mosquito Control Paint/Service	9,512	401 S. Bloxham Ave.	Tavares	32778	1376742	500.00	00.00
Paisley Residential Drop-Off	144	44225 Spring Creek Rd.	Paisley	32767	1400716	50.00	00.00
Park - North Lake (Playground	600	40430 Roger Giles Rd.	Umatilla	32784	1061393	200.00	00.00

Restroom)							
Park - North Lake (Soccer Concession)	1000	40420 Roger Giles Rd.	Umatilla	32784	1061393	150.00	00.00
Park - North Lake (Baseball Concession)	1500	40400 Roger Giles Rd.	Umatilla	32784	1222028	150.00	00.00
Parking Garage **(Exterior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	500.00	00.00
Parking Garage **(1st floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	2,250.00	00.00
Parking Garage **(2nd floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(3rd floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(4th floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(5th floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(6th floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(7th floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(8th floor interior only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Parking Garage **(stairwells and elevator lobbies only)**	536,000	200 N Sinclair Ave.	Tavares	32778	2534770	1,500.00	00.00
Pear Park Office Bldg. #1	2,555	5336 University Ave.	Leesburg	34748	1296366	400.00	00.00
Pear Park Office Bldg. #2	1,200	5336 University Ave.	Leesburg	34748	1296366	300.00	00.00
Pear Park Office Bldg. #3	1,200	5336 University Ave.	Leesburg	34748	1296366	300.00	00.00
Pear Park Pavilion #1	3,682	5336 University Ave.	Leesburg	34748	1296366	400.00	00.00
Pear Park Pavilion #2	380	5336 University Ave.	Leesburg	34748	1296366	100.00	00.00
Pine Lakes Residential Drop-Off	90	32520 SR 44	Pine Lakes	32736	3780299	50.00	00.00
Prelude	34,750	551 W. Main St.	Tavares	32778	1686083	1,400.00	00.00
Property Records Storage	10,080	313 S. Bloxham Ave.	Tavares	32778	1376742	625.00	00.00

Public Defender	15,400	123 N. Sinclair Ave.	Tavares	32778	1277388	700.00	00.00
Public Records Center	14,908	122 E. Main St.	Tavares	32778	1276608	700.00	00.00
Recycle Facility	5,000	13130 County Landfill Rd.	Tavares	32778	1441421	500.00	00.00
Scalehouse	2,200	13130 County Landfill Rd.	Tavares	32778	1441421	200.00	00.00
Sheriff Empire Church Rd Warehouse	4,500	12345 Dry Fork Road	Groveland	34736	2822317	500.00	00.00
Sheriff's Administration Building	37,500	360 Ruby St.	Tavares	32778	1276471	1,450.00	00.00
Sheriff's Aircraft Hangar	6,400	328-340 Echo Dr.	Leesburg	34788	1680867	500.00	00.00
Sheriff's South Lake Substation	15,729	15855 SR50	Clermont	34711	3815486	750.00	00.00
Sheriff's Vehicle Maintenance	10,425	1925 McDonald Ave.	Eustis	32726	1006252	750.00	00.00
Sheriff's Work Farm	1,200	13003 County Landfill Rd.	Tavares	32778	1441421	200.00	00.00
South Battalion Chief	3,491	609 Disston Ave.	Minneola	34715	1659388	500.00	00.00
Special Projects Facility	9,280	12835 County Landfill Rd.	Tavares	32778	1111935	300.00	00.00
Tourist Welcome Center	4,770	20763 US HWY 27	Groveland	34736	3612132	500.00	00.00
Tower-Astatula	200	26312 CR 561	Astatula	34705	1441781	50.00	00.00
Tower-Astor	200	23025 SR 40	Astor	32102	2987898	50.00	00.00
Tower-Buckhill	200	21923 S. Buckhill Rd.	Clermont	34715	1013283	50.00	00.00
Tower-Groveland	200	12331 Dry Fork Rd.	Groveland	34736	2822317	50.00	00.00
Tower-Lady Lake	200	1113 Teal Lane	Lady Lake	32159	1771391	50.00	00.00
Tower-Leesburg DOT	200	548 S. 14th St.	Leesburg	34748	1398525	50.00	00.00
Tower-Leesburg Mall Water	200	10399 US Hwy 441	Leesburg	34788	2856688	50.00	00.00
Tower-Leesburg Water Treatment	200	1550 CR 470	Okahumpka	34762	1038413	50.00	00.00
Tower-Minneola	200	18250 Scrub Jay Lane	Clermont	34715	3824094	50.00	00.00
Tower-Mt Dora Water Treatment	200	1870 SR 46	Mt Dora	32757	1048460	50.00	00.00

Tower-Orange Mountain	200	8325 N. Bradshaw Rd.	Clermont	34714	1462436	50.00	00.00
Tower-Progress Energy	200	14237 SR 50	Clermont	34711	1648203	50.00	00.00
Tower-Royal Trails	200	30301 Seagrape Ave.	Eustis	34736	2814586	50.00	00.00
Tower-Sorrento	200	27020 CR 46A	Sorrento	34776	3433688	50.00	00.00
Tower-Station 112	200	16300 CR 474	Clermont	34714	3799038	50.00	00.00
Tower-Station 13	200	25250 County Rd 42	Paisley	32767	2606690	50.00	00.00
Tower-Tavares Water	200	316 N. Ingraham Ave.	Tavares	32778	1277680	50.00	00.00
Tower-Umatilla SBA	200	19430 E. 3rd St.	Umatilla	32784	3457404	50.00	00.00
Traffic Operations	6,847	28127 CR 561	Tavares	32778	3701259	50.00	00.00
Transportation Office	2,942	2440 Hwy 441/27	Fruitland Pk	34731	1740061	500.00	00.00
Vehicle Maintenance Chemical Shed	198	2300 W. Griffin Rd.	Leesburg	34748	1171245	50.00	00.00
Vehicle Maintenance Facility (New)	31,622	20423 Independence Blvd.	Groveland	34736	1390885	1,200.00	00.00
WMFO - Parks Bldg.	3,017	12835 County Landfill Rd.	Tavares	32778	1111935	500.00	00.00
Total Cost:						$91,850.00	$14,800.00

*Square footages listed are the approximate total building square footages and not a measurement of surface area to be pressure cleaned.

**This pricing is for cleaning the exterior of all windows on the building.

PRICING FOR ADDITIONAL SERVICES

Item	Unit	Unit Cost
Exterior window cleaning – this pricing will be used if window cleaning is needed on a portion of a building	Per floor - per square foot	
	1st	$ .10
	2nd	$ .25
	3rd	$ .25
	4th	$ .50
	5th	$ .50

	6th	$ .50
	7th	$ .50
	8th	$ .50
Concrete driveway & sidewalk cleaning	Per square foot – Minimum 1,000sqft.	$ 80.00

TIME AND MATERIAL PRICING FOR ADDITIONAL SERVICES NOT SPECIFIED ABOVE	Estimated Hours	Unit Price		Total Cost
Lead Man Services during business hours.	4	$ 15.00	/ hour	$ 60.00
Lead Man Services after regular business hours noted.	4	$ 15.00	/ hour	$ 60.00
Helper Services during business hours.	4	$ 10.00	/ hour	$ 40.00
Helper Services after regular business hours noted.	4	$ 10.00	/ hour	$ 40.00
Material to be supplied at cost plus 0 % mark-up.				

Vendors shall identify the facility from which contract services are to be managed as specified in provision 1.25 of this solicitation:

361 Anchor Road, Ste 1009, Casselberry, FL 32707 - Seminole County

Bidder's Certification of Site Visits: By initialing this space: DN, the bidder certifies that the bidder has visited the sites where the work is to be performed, and confirms full compliance with provision 1.4 of this Invitation to Bid.

By Signing this Bid the Bidder Attests and Certifies that:

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

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)

Certification Regarding Acceptance of County VISA-based Payment System
Vendor will accept payment through the County VISA- based payment system: ☑ Yes ☐ No

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): Casselberry, 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:

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 Bid Signature:

Firm Name: Clean Spray Corporation
Street Address: 361 Anchor Road, Ste 1009, Casselberry, FL 32707
Mailing Address (if different):
Telephone No.: 321.256.0523 Fax No.: 321.256.1891 E-mail: dmueller@cleanspray.net
FEIN No. 20 - 2301655 Prompt Payment Terms: ____ % ____ days, net ____
Signature: Date: 10/21/2014
Print Name: Dennis Mueller Title: President

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: Sandra Rogers Date: 10/24/2014
Printed name: Sandra Rogers Title: Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

Agency	Walt Disney World - FAM
Address	3403 Vista Blvd
City,State,ZIP	Lake Buena Vista, FL 32830
Contact Person	Terry Stofflet
Telephone	407.832.5345
Date(s) of Service	October 2008 to Present
Type of Service	Pressure Cleaning
Comments:	

Agency	Lake County
Address	32400 CR 473
City,State,ZIP	Leesburg, FL 34788
Contact Person	Donald M. Glessner II
Telephone	352.253.4973
Date(s) of Service	December 2001 to Present
Type of Service	Pressure Cleaning & Windows
Comments:	

Agency	ESPN Wide World of Sports
Address	700 South Victory Way
City,State,ZIP	Kissimmee, FL 32830
Contact Person	Kenny Smith
Telephone	407.427.3544
Date(s) of Service	January 2007 to Present
Type of Service	Pressure Cleaning
Comments:	

CLEASPR-01 KIRKLANDM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America-LNG
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Charlene Laxton
PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: Charlene.Laxton@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Clean Spray Corporation
361 Anchor Road
Suite 1009
Casselberry, FL 32707-4334

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7212440914	06/29/2014	06/29/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			4639102303	06/29/2014	06/29/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR			4639102304	06/29/2014	06/29/2015	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72027728	06/29/2014	06/29/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Interior Painting; Lake County Administration Building; 315 W. Main St. Tavares, FL 32778 Certificate Holder is additional insured as respects General Liability coverage. The insurance is on a primary and non contributory basis. Waiver of Subrogation in favor of the Workers Compensation policy.

CERTIFICATE HOLDER

Lake County, Political Subdivision of Florida and the Board of County Commissioners
PO Box 7800
Tavares, FL 32778

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BOB McKEE
LAKE COUNTY TAX COLLECTOR

EMPLOYEES 9

TYPE OF BUSINESS PUBLIC SERVICE

BUSINESS CLEAN SPRAY CORPORATION
361 ANCHOR RD STE 1009

CLEAN SPRAY CORPORATION
361 ANCHOR RD STE 1009
CASSELBERRY, FL 32707

2014 / 2015
LAKE COUNTY BUSINESS TAX RECEIPT
STATE OF FLORIDA

ACCT NO. 128226
RECEIPT NO. 8760038020

EXPIRES SEPTEMBER 30, 2015

ORIGINAL TAX	45.00
PENALTY	0.00
TRANSFER FEE	0.00
AMOUNT PAID	45.00
TOTAL DUE	$0.00

Receipt #2014-0037816
Paid 08/26/2014 45.00

LOCAL BUSINESS TAX RECEIPT

CITY OF CASSELBERRY
95 TRIPLET LAKE DRIVE
CASSELBERRY, FLORIDA 32707

Business name: CLEAN SPRAY CORPORATION
Location address: 361 ANCHOR RD #1009
City/State: CASSELBERRY FL 327073233

CLEAN SPRAY CORPORATION
361 ANCHOR RD #1009

CASSELBERRY FL 327073233

ISSUE DATE: 8/26/2014
EXPIRATION DATE: 09/30/2015

2015

TAX RECEIPT #	CLASSIFICATION	FEES PAID
15 -10311	SERVICES 06 - 10 EMPS - SERVICES 6 - 10 EMPLOYEES	$115.76
15 -10734	SEMINOLE COUNTY A - SEMINOLE COUNTY FEE A - NON-REGULATED	$25.00

LICENSE COMMENTS & RESTRICTIONS:

PRESSURE WASHING

NO OUTSIDE STORAGE/DISPLAY OF
GOODS/MATERIALS/SERVICES/EQUIPMENT/VEHICLES

IMPORTANT: THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.
PENALTY FOR FAILURE TO DO SO.