LAKE COUNTY
FLORIDA

CONTRACT NO. 16-0613

Mosquito Control Spraying Systems

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 proposal of Adapco, Inc. (hereinafter "Contractor") for the provision and installation of mosquito control spraying systems, with pumps, monitors, and Geotracker software, and related equipment to the County pursuant to County RFP number 16-0613, Addendum No. 1, and Contractor's response opened on January 13, 2016, thereto with all County Bid provisions governing.

A copy of the Contractor's signed proposal 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 February 2, 2016 through February 1, 2017 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: _____
Senior Contracting Officer

Date: 2-2-2016

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

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL

Mosquito Control Spraying System with Pump and Monitor

RFP Number:	**16-0613**	**Contracting Officer:**	D. Villinis
Proposal Due Date:	January 13, 2016	**Pre-proposal Conf.:**	Not Applicable
Proposal Due Time:	3:00 p.m.	**RFP Issue Date:**	December 15, 2015

TABLE OF CONTENTS

SECTION 1: Special Terms and Conditions	2
SECTION 2: Statement of Work	15
SECTION 3: General Terms and Conditions	16
SECTION 4: Pricing/Certifications/Signatures	20
SECTION 5: Attachments	23

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

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

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

NO-RESPONSE REPLY:

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

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

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

All vendors complete the following VENDOR IDENTIFICATION:

Company Name:	ADAPCO, INC.	**Phone Number:**	800-367-0659 or 407-328-6519
E-mail Address:	bids@myadapco.com	**Contact Person:**	Kathy Russell

Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for the provision and installation of mosquito control spraying systems, with pumps and monitors, and related equipment, in conjunction with the needs of Lake County. The proposed system must be an Adapco Guardian 95ES with pump and 4S monitor, or an equivalent product that fully meets the requirements and specifications stated herein.

Vendor shall also provide an annual subscription price for Geotracker software. The proposed system must be fully integrated and programmable inside the truck by the drivers. The County currently has thirteen (13) systems in operation on County-owned vehicles. The intent is to replace the current thirteen systems and add one new system over the next three to four years, with four (4) systems to be replaced in fiscal year 2016 (October 1, 2015 to September 30, 2016).

All work shall be performed onsite at a designated Lake County facility.

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 ten (10) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839
Fax: 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

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

Section 1.3: Method of Award

Award will be made to the vendor who submits the proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Proposed system - technology, ease of operation and programmability
2. Proposed pricing
3. Time for completion

4. Reports from direct and indirect references
5. Responsiveness and completeness of the proposal
6. Other relevant criteria

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract

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

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). The County currently has thirteen (13) systems in operation on County-owned vehicles. The intent is to replace the current thirteen systems and add one new system over the next three to four years, with four (4) systems to be replaced during the initial contract term. Prior to the completion of each exercised term, the County shall notify the vendor of its intent to renew at the same pricing, 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 and when funding has been appropriated in each fiscal year for these replacements.

Section 1.7: Method of Payment

Upon completion and acceptance of the work required in conjunction with this contract, the vendor(s) shall submit one lump sum invoice that reflects the total amount of each purchase order issued. This invoice shall be submitted to the County user department(s) to which the required goods or services were delivered.

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

Section 1.8: Insurance

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

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

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

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

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

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

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

Combined Single Limit	$1,000,000

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

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion is a factor in determining the vendor(s) recommended for contract award(s). The timeframe given in proposals shall be based upon completing installation of the systems in four vehicles. All work shall be performed onsite at a designated Lake County facility.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo,

the County may terminate the contract for default.

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

The vendor shall state in its offer the warranty for both products and workmanship. The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.
The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13: Delivery of Solicitation Response

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

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

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

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

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

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

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

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a

private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

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

Section 1.14: Submittal Requirements

One (1) signed original and two (2) complete copies of the proposal submittal shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to Lake County.

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

The following information shall be included in the proposal, in the order shown and separated into identified sections:

Section A – General Information:

1. Firm name and location for vendor submitting the proposal.
2. Company and account representative's contact information.
3. A statement of the firm's understanding of the project and what approach the firm would take to accomplish the work.
4. A description of the company's overall capability, resources, and assurance that it can meet its commitment to successfully provide these services. Include a proposed completion timeline for the project once a purchase order or notice to proceed is issued.
5. A statement of the firm's financial stability, in which the firm shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by County.

Section B – Experience:

1. Information regarding the firm's experience providing similar products and installation services during the last three (3) years. No proposal

will be considered unless the company submitting the proposal has been engaged in business for a minimum of three years.
2. A minimum of six (6) references, at least three (3) of whom are other governmental agencies.

Section C – Technical Information:

1. Complete information on the system being proposed including manufacturer, model number(s), descriptions, etc. Provide this information for all components of the system – spraying unit, pump, module, etc.
2. Information regarding the programming capabilities – to be considered for award, the system must be programmable by the driver inside the truck.
3. Technical specifications and literature for the proposed system.

Section D – Other Information:

1. RFP Document - submit this RFP document in its entirety as part of the submittal, with all requested information completed in blue ink.
2. Subcontractors - a list of any proposed subcontractors that may be used to provide services under the contract.
3. Exceptions - clearly describe any exceptions the vendor may have with regard to any requirements stated in the RFP document or associated addendums.
4. Proof of Insurance - provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage, per Section 1.8.

Section 1.15: Clean-Up

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

Section 1.16: Competency of Contractor and Associated Subcontractors

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

another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: Compliance with Federal Standards

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

Section 1.18: 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 cognizant County personnel, at no separate cost. 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 specifications 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 1.19: "Equal" Product Can be Considered

If a product or service requested by this RFP has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications.

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. Failure to do so may be considered a material deviation supportive of rejection of the bid.

Section 1.20: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as needed and/or if requested. Training shall be at no additional cost to the County.

Section 1.21: Hourly Rate

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

Section 1.22: 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 1.23: Labor, Materials, and Equipment Shall be Supplied by the Vendor

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

Section 1.24: Minimum Wages

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

Section 1.25: Omission from the Specifications

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

Section 1.26: Protection of Property

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

Section 1.27: Purchase of Other Items Not Listed

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

Section 1.28: Risk of Loss

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

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

Section 1.29: Special Notice to Vendors Regarding Federal and/or State Requirements

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

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

Section 1.30: Training / Manuals

The vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation at no additional cost to the County. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

In addition, the vendor shall supply the county with comprehensive training/owners manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation at no additional cost to the County. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.32: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

SPECIFICATIONS / SCOPE OF SERVICES

The purpose of this solicitation is to establish a term and supply contract for the provision and installation of mosquito control spraying systems, with pumps and monitors, and related equipment, in conjunction with the needs of Lake County. The proposed system must be an Adapco Guardian 95ES with pump and 4S monitor, or an equivalent product that fully meets the requirements and specifications stated herein. Vendor shall also provide an annual subscription price for Geotracker software.

Removal of the current systems/equipment shall be performed by County staff.

All work under the contract shall be performed onsite at a designated Lake County facility.

SPECIFICATIONS/REQUIREMENTS FOR MOSQUITO CONTROL EQUIPMENT:

The proposed system must be fully integrated and programmable inside the truck by the drivers.

UNITS MUST BE ULV COLD AEROSOL GENERATORS WITH PESTICIDE PUMPS AND MONITORS.

ULV Cold Aerosol Generators must have:

- Integrated system from the monitor to the pump to the spray unit with military grade connections
- 2-piece machine nozzle with no moving parts
- Honda GX270 horizontal shaft engine, 9hp, electric start
- Unit must be able to fit into bed of compact trucks and spray to the rear

Pumps must have:

*FMI positive displacement 3/8" piston with variable flow capabilities

Monitors must have:

- In-cab control functions programmed by the spray truck operator, remote engine start, spray On/Off.
- GPS tracking
- Spray information must be easily downloaded

Installation of units:

- Included in unit price – unit price submitted in the pricing form shall include the fully integrated spraying control unit (including pump and monitor), complete installation of the new system (including all labor, materials, tools, equipment and incidentals required)

Freight/Delivery:

- Any freight or delivery charges shall be included in unit price submitted for system

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

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

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

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

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

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

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

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

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

B. Public Entity Crimes

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

C. Request for Additional Information

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

D. Contents of Solicitation and Proposers' Responsibilities

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

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

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

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

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

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

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

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

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

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

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

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

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

D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the 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 vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

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

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For 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.

RFP TITLE: Mosquito Control Spraying System with Pump and Monitor

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.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: December 23, 2015

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

PRICING SECTION

The purpose of this solicitation is to establish a term and supply contract for the provision and installation of mosquito control spraying systems and related equipment, including pumps and monitors, into County-owned vehicles in conjunction with the needs of the County. The County currently has thirteen (13) systems in operation installed on County-owned vehicles. The intent is to replace the current thirteen systems and add one new system over the next three to four years, with four (4) systems to be replaced in fiscal year 2016 (October 1, 2015 to September 30, 2016). The County reserves the right to increase or decrease the actual number of systems purchased over the life of the contract and to cancel the contract if needed due to budgetary limitations.

**By submitting a proposal, vendor affirms that the proposed system fully meets the specifications and requirements stated in Section 2 (Statement of Work) and throughout this RFP.

Item Description	Unit	Est Qty	Unit Price	Extension
Provision and installation of fully integrated mosquito spraying system with pump and monitor per RFP specifications (Adapco Guardian 9SES with pump and 4S monitor or equal)	Each	14	$ 10,995.00/each Plus $995.00/year for annual GeoTracker Subscription	$ 153,930.00 Plus $995.00/year for annual GeoTracker Subscription
Products shall be furnished and installed within 21 days after issuance of purchase order(s) (timeframe should be based upon time to complete installation of systems in four vehicles per purchase/work order for evaluation purposes)				
Manufacturer and model of proposed spraying system: ADAPCO manufactured Guardian 95 ES with Monitor 4S with GeoTracker Software				
Manufacturer and model of proposed pump: ADAPCO manufactured Guardian 95 ES				
Manufacturer and model of proposed monitor: ADAPCO manufactured Monitor 4S				
Warranty – Products: All ADAPCO technology is backed with a 1 year warranty. Optional extended warranties can be purchased.				
Warranty – Workmanship: All ADAPCO products are manufactured to the highest standards and are designed for reliable long-term service.				

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.

- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

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

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 [X] No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System
Vendor will accept payment through the County VISA- based payment system: [X] 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): Sanford, 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 [X] 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 Proposal Signature:

Firm Name: ADAPCO, INC.
Street Address: 550 AERO LN., SANFORD, FL 32771
Mailing Address (if different): _____
Telephone No.: 800-367-0659 Fax No.: 866-330-9888 E-mail: BIDS@MYADAPCO.COM
FEIN No. 59 - 2574523 Prompt Payment Terms: N/A % _____ days, net 30
Signature: _____ Date: JANUARY 6, 2016
Print Name: JASON TRUMBETTA Title: ASST. SECRETARY

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:

[X] 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: _____ Date: 2-2-2016
Printed name: DONNA VILLINIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form – provide at least three reference for whom similar work has been performed in the past three years – contact person shall be someone familiar with the work

ATTACHMENT 1 - REFERENCES

Agency	Osceola County Mosquito Control
Address	3840 Old Canoe Creek Rd.
City,State,ZIP	St. Cloud, FL 34769
Contact Person	Terry Torrens
Telephone	(407) 742-7809
Date(s) of Service	2015
Type of Service	Mosquito Control Technology and Equipment
Comments:	

Agency	City of El Paso, TX
Address	7968 San Paulo Dr.
City,State,ZIP	El Paso, TX 79907
Contact Person	Cynthia Delgado
Telephone	(915) 621-6714
Date(s) of Service	August, 2015
Type of Service	Installation of Guardian 95 ES and Monitor 4S with Geotracker
Comments:	

Agency	Calhoun County, TX
Address	140 Purple Martin Dr.
City,State,ZIP	St. Matthews, SC 29135
Contact Person	Ron Gibson
Telephone	(803) 874-2914
Date(s) of Service	2015
Type of Service	Mosquito Control Technology and Equipment
Comments:	

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. ONE
Date: December 23, 2015
RFP No. 16-0613 / Mosquito Control Spraying System with Pump and Monitor

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

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

Questions regarding this solicitation are due January 3, 2016. The purpose of this addendum is to address questions received to date.

Question 1: Your bids states "Must be an Adapco Guardian 95ES with pump and 4S monitor" but then it says "or an equivalent product". Either it is that product or it is an equivalent.

Answer 1: Section 1.1 of the ITB states, "The proposed system must be an Adapco Guardian 95ES with pump and 4S monitor, or an equivalent product that fully meets the requirements and specifications stated herein." So long as the proposed alternate system fully meets the requirements and specifications it will be considered. Section 1.19 of the ITB also discusses the consideration of an equal product.

Question 2: You are asking to provide a price for software (GeoTracker) that is specific to one company. This is not something that anyone can bid on since it is proprietary to that company. Consider software that is equivalent.

Answer 2: The ITB states in two places, "Vendor shall also provide an annual subscription price for Geotracker software" – in the second paragraph under Section 1.1, "Purpose", and in the first paragraph in Section 2, "Statement of Work." This requirement is hereby revised to read:

"Vendor shall also provide an annual subscription price for Geotracker software, or equivalent software. Equivalency shall be solely determined by the County. Vendors proposing an alternate brand of software shall state the brand being proposed in their list of exceptions, which is to be included in Section D of the proposal, as stated in Section 1.14, "Submittal Requirements," Section D, number 3, on page 10."

Question 3: In the bid documents it states that the system must have military grade connectors like used in tanks or aircraft. My questions is does it need to have some or do all connectors need to be military grade?

Answer 3: All external connectors shall be military grade or the equivalent. Equivalency shall be determined solely by the County.

Question 4: If cables need to have military grade connectors do they have military grade cable between the connectors? What is the point of having military grade connectors and then having PVC cable which is not allowed in aircraft because it is not flame retardant or designed for harsh environment?

Answer 4: The cable does not have to be military grade, but should be of high grade. Military grade connectors are required to eliminate problems the Department has experienced in the past. These spray units will not be mounted in aircraft. Vendor shall be mounting them onto currently owned road vehicles.

Question 5: You are calling for a specific engine model for your fogger "Honda GX270". This is too specific to one type of fogger. Here again please consider an equivalent.

Answer 5: On page 15 under "Specifications/Requirements for Mosquito Control Equipment," for the ULV Cold Aerosol Generators, the ITB states, "Honda GX270 horizontal shaft engine, 9hp, electric start." This requirement is hereby revised to:

"Honda GX270 horizontal shaft engine, 9hp, electric start, or equal. Equivalency shall be solely determined by the County. Vendors proposing an alternate engine shall state the brand in their list of exceptions, which is to be included in Section D of the proposal, as stated in Section 1.14, "Submittal Requirements," Section D, number 3, on page 10."

Question 6: This bid is written around a specific company's equipment which makes it unfair to tax payers which can get equivalent or similar equipment for a much cheaper price.

Answer 6: The County will consider any brand equipment if it is equivalent to what is requested in the RFP with regard to performance, ease of operation, programmability, etc. Until proposals are received and evaluated, the County has no way of knowing which firm will propose the best value to the County. The RFP specifications and requirements were written based on the County's experience with previous spraying equipment and performance issues. The intent is to obtain a system that is easily operated and adaptable as needed when conditions or routes change on a day to day basis.

Acknowledged receipt of this Addendum:

Firm Name: ADAPCO, INC. Date: 01/06/2016

Signature: _____ Title: ASST. SECRETARY

Typed/Printed Name: JASON TRUMBETTA

KODADIS-01 SPRAGUEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2015

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
Willis of New York, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B: Commerce & Industry Insurance Company	19410
INSURER C: Insurance Company of the State of Pennsylvania	19429
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Adapco, Inc.
Specialty Professional Products, Inc.
550 Aero Lane
Sanford, FL 32771

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 CLAIMS-MADE [X] OCCUR	X		EG 13463636	11/15/2015	11/15/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA 2220619	11/15/2015	11/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EGU 13463713	11/15/2015	11/15/2016	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 017706097	11/15/2015	11/15/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Work Comp & Emp Liab			WC 017705098	11/15/2015	11/15/2016	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: RFP 13-0608 Mosquito Control Chemicals
It is a condition of the Commercial General Liability that Lake County & Board of County Commissioners are hereby added as an Additional Insured only to the extent assumed by the insured under the written contract, subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Lake County, a Political Subdivision of State of FL
& Board of County Commissioners
P.O Box 7800
Tavares, FL 32778-7800

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation & Employers Liability CARRIER: Insurance Company of the State of Pennsylvania POLICY TERM: 11/15/2015 - 11/15/2016 POLICY NUMBER: WC 017705098	Workers Compensation - Per Statute E.L. Each Accident: $1,000,000 E.L. Disease - policy limit: $1,000,000 E.L. Disease - each employee: $1,000,000
POLICY TYPE: Automobile Liability - MA CARRIER: Commerce & Industry Insurance Company POLICY TERM: 11/15/2015 - 11/15/2016 POLICY NUMBER: CA 222-06-20	Any Auto Combined Single Limit $1,000,000

ADAPCO
INNOVATIVE MOSQUITO SOLUTIONS
KDDR DISTRIBUTION GROUP

ORIGINAL

January 6, 2016

Ms. Donna Villinis
Lake County Procurement Services
Mail Receiving Center
32400 County RD 473
Leesburg, FL 34788
Ph: 352-343-9839
E-mail: dvillinis@lakecountyfl.gov

SUBJECT: LAKE COUNTY FLORIDA SEALED BID PROPOSAL - Cover Letter

RFP Name: Mosquito Control Spraying System with Pump and Monitor
RFP Number: 16-0613
Proposal Due Date: January 13, 2016
Proposal Due Time: 3:00 p.m.

TABLE OF CONTENTS

COVER LETTER

SECTION A: General Information..... 1

SECTION B: Experience..... 3

SECTION C: Technical Information..... 4

SECTION D: Other Information.....7

Kathy Russell
Contract Manager
ADAPCO, INC.
407-382-6519
Email: bids@MyADAPCO.com

SECTION A.1: Firm name and location for vendor submitting the proposal.

ADAPCO, Inc.
550 Aero Lane.
Sanford, FL 32771
Ph: 407-328-6519
Email: Bids@MyADAPCO.com

SECTION A.2: Company and Account Representatives Contract Information.

ADAPCO, Inc.
Chris Pederson
Cell Phone: 352-636-5000
Email: Cpederson@MyADAPCO.com

SECTION A.3: A statement of the firm's understanding of the project and what approach the firm would take to accomplish the work.

We have reviewed the Lake County RFP16-0613 special terms and conditions and statement of work. ADAPCO is prepared to deliver equipment upon receipt of Lake County's Purchase Orders. We supply technology and equipment throughout the entire United States and abroad and have stock available for orders. Chris Pederson, your dedicated Sales Representative who has been with ADAPCO for 26 years, will be the lead coordinator for your orders.

SECTION A.4: A description of the company's overall capability, resources, and assurance that it can meet its commitment to successfully provide these services. Include a proposed completion timeline for the project once a purchase order or notice to proceed is issued.

ADAPCO has been in business for 30 years focused solely in the delivery of products (Adulticides, Larvicides, ULV sprayers and other Application equipment, ground and aerial GPS guidance and mission management software and equipment) and services to the Federal, State, County, and Local municipal mosquito control industry. ADAPCO's employees have a wealth of combined experience in operational mosquito control as many of our employees have worked for municipal mosquito control operations and have four year degrees in entomology or related fields.

In 1991 ADAPCO was first to pioneer the use of GPS based ULV sprayer tracking technology in the mosquito control in industry. In 1999/2000 ADAPCO launched its first version of GIS based post mission analysis software that has been evolved since and is still being used by more than 126 municipality mosquito control programs who employ more than 1000 of our Monitor 3 and Monitor 4 route tracking GPS devices.

As a timeline for this project, upon receipt of each of your Purchase Orders we will schedule a delivery time with Lake County for the equipment as well as schedule a time to come out and install the Guardian 95 ES with Monitor 4S and Geotracker software that is convenient for you. The delivery and install should take no more than 21 days to complete.

SECTION A.5: A statement of the firm's financial stability, in which the firm shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by County.

ADAPCO, Inc. has been in business since 1985, is financially stable, and has the necessary resources, human and financial, to provide the services at the level required by Lake County. ADAPCO, Inc. has a strong financial backing from its ownership and lenders and is well capitalized to meet the demand required by Lake County to fulfill the requirements of this bid.

SECTION B.1: Information regarding the firm's experience providing similar products and installation services during the last three (3) years.

ADAPCO continues to provide mosquito control chemicals and equipment throughout the US and abroad. We have Mosquito Control Consultants, Sales Representatives, Customer Service Representatives and an Equipment and Technology Service Team to help support our customers with all facets of their mosquito control needs. Our websites at www.MyADAPCO.com shows details of our wide range of chemicals, equipment and technology as well as the territories we serve.

SECTION B.2: A minimum of six (6) references, at least three (3) of whom are other governmental agencies.

Terry Torrens
Osceola Co Mosq Ctrl
3840 Old Canoe Creek Rd.
St. Cloud, FL 34769
Phone: (407) 742-7809
Email: Terry.torrens@osceola.org
2015 Supply and delivery of mosquito control chemical, equipment and technology.

Fernie Salcido
City of El Paso
7968 San Paulo Dr
El Paso, TX 79907
Phone: (915) 212-6142
Email: salcidofx@elpasotexas.gov
2015 Supply and delivery of mosquito control chemical, equipment and technology.

Ron Gibson
Calhoun County
140 Purple Martin Dr.
St. Matthews, SC 29135
Phone: (803) 874-2914
Email: rwg024@aol.com
2015 Supply and delivery of mosquito control chemical, equipment and technology.

Josh Ramirez
City of McAllen
311 N. 15th St.
McAllen, TX 78505
Phone: (956) 681-1900
Email: Josh_ramirez@mcallen.net
2015 Supply and delivery of mosquito control chemical, equipment and technology.

Steven Crawford
Jefferson Co Health Dept.
405 Main St.
Hillsboro, MO 63050
Phone: (636) 789-3372
Email: steve.crawford@jeffcohealth.org
2015 Supply and delivery of mosquito control chemical, equipment and technology.

Russ Parman
Santa Clara Co VCD
1555 Berger Dr. Bldg #2
San Jose, CA 95112
Phone: (408) 918-4770
Email: Russell.parman@deh.sccgov.org
2015 Supply and delivery of mosquito control chemical, equipment and technology.

SECTION C.1: Complete information on the system being proposed including manufacturer, model number(s), descriptions, etc. Provide this information for all components of the system - spraying unit, pump, module, etc.

ADAPCO is pleased to offer our Guardian 95ES Enforcer 9.5 HP with MONITOR 4s and Annual GeoTracker Subscription.

The Guardian 95ES offers high performance in a compact design. The 95ES is a dependable, professional quality sprayer with a budget-friendly price. The 9.5 HP Honda overhead valve engine and 175 CFM Dresser ROOTS high output blower delivers industry leading power and performance versus other mid-sized sprayers. The 95ES also offers a large lockable pump box adding increased accessibility for ease of maintenance and calibration.

Features/Benefits:

- Military Grade Connectors
- 9.5 hp commercial quality Honda engine
- 175 CFM Dresser ROOTS high output blower
- High performance VAAT nozzle
- Lockable pump controls and formulation tank
- Oversized pump box for easy calibration and maintenance
- Fixed flow FMI pump standard, but fully compatible with ADAPCO's entire line of variable flow control systems

Dimensions:

37"L x 30"W x 30"H, 385 lbs

The Monitor 4s is a GPS based variable flow pump and sprayer control system; with full application recording, complimented by GeoTracker GIS data management & reporting software.

Monitor 4s is designed for vehicles applying chemicals proportionate to ground speed. It accurately controls liquid flow volumes dispensed using FMI-QB or MFC series chemical pumps to ensure a more consistent and economical EPA-conforming ULV pesticide application.

Monitor 4s also integrates complete control of all engine functions of most ULV aerosol generators. Drivers enjoy safer nighttime operation using a single backlit cab controller with automatic spray parameters and manual override options. Multi-GNSS GPS technology allows the Monitor 4s to monitor and record all vehicle and application activity for full accountability of adult mosquito control operations.

Using the rugged in-cab control terminal, Monitor 4s requests the driver's passcode, initiates a new trip, and begins the recording of all vehicle locations and application data. During the trip, drivers can monitor systems parameters, view running flow data and change between manual and variable flow

modes. All trip data is stored on a removable memory card and ready for transfer into ADAPCO's GeoTracker GIS software anytime. Transfer options include the simple use of the provided SD card reader or wireless "parking lot download". GeoTracker then stores all data to a shape file format for display over detailed street maps.

Features/Benefits:

- 250 MHz ARM Processor on Linux OS: Fast processing, tighter and more responsive pump control loop, and reliable operating platform
- Password Protection: Security, the wrong person cannot utilize the system with PIN #.
- Multi-GNSS GPS: Greater accuracy and sensitivity and able to utilize not only the standard GPS signal, but also Glonass, Galileo and QZSS as well.
- Durable handheld terminal with larger display and keypad: Eliminates the need for a separate control box.
- SD Card Drive: Far greater memory capacity over previous MONITOR's and records more data and easier to access.
- Wireless downloading optional: No need to have someone bring in each SD card, the MONITOR can automate this process through a wireless network automatically over 802.11BGN networks.
- Variable flow control: Allows for more coverage of treatment in the same amount of time as a fixed rate application. Ensures proper amounts of product are dispensed at all speeds.
- GeoTracker GIS PC software: Allows quick recall, replay and reporting of every vehicle's travel and application history.
- FMI or MFC formulation pump: For customer's choice.

GeoTracker is a map-based spray data management solution compatible with Windows XP, Windows Vista, Windows 7, Windows 8, and Windows 10 operating systems, and is both developed and maintained by ADAPCO.

All recorded trip data is seamlessly imported and displayed over detailed street maps using one of two rapid data import methods. Options include using the supplied CF card & reader or utilizing wireless data transfer (referred to as parking lot download or PLD). Once imported, detailed trip data is automatically converted to the industry standard shape file layer(s) format. Data can then be used with a wide range of GIS tools and may be presented in various reporting formats. With or without prior GIS experience, GeoTracker users will find simple access to an integrated database of past spray missions including automated replay and mouse click view for researching location-specific inquiries. Monitor 4s and GeoTracker provide an unparalleled foundation for managing your mosquito control spray operations.

Features/Benefits:

- Complete post-event analysis of recorded vehicle activity
- Real-time vehicle activity tracking
- GIS Mapping
- Software-driven route display

SECTION C.2: Information regarding the programming capabilities- to be considered for award, the system must be programmable by the driver inside the truck.

ADAPCO's Monitor 4s programmable features inside the truck include:

- Ability to change Route or Spray Zones
- Ability to change Drivers with Passcodes
- Ability to segregate trips.

SECTION C.3: Technical specifications and literature for the proposed system.

Please see enclosed Brochures.

SECTION D.1: RFP Document - submit this RFP document in its entirety as part of the submittal, with all requested information completed in blue ink.

Please see attached RFP Document.

SECTION D.2: Subcontractors - a list of any proposed subcontractors that may be used to provide services under the contract.

No subcontractors will be used.

SECTION D.3: Exceptions- clearly describe any exceptions the vendor may have with regard to any requirements stated in the RFP document or associated addendums.

No exceptions.

SECTION D.4: Proof of Insurance - provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage, per Section 1.8.

Certificate of Liability Insurance enclosed with Lake County listed as the Certificate Holder.