



REQUEST FOR PROPOSAL (RFP)
Janitorial Services for Lake County Facilities

RFP Number:	<u>17-0420</u>	Contracting Officer:	<u>Sandra Rogers</u>
Proposal Due Date:	<u>December 14, 2016</u>	Pre-Proposal Conference Date:	<u>See Section 1.4</u>
Proposal Due Time:	<u>3:00 PM</u>	RFP Issue Date:	<u>November 4, 2016</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services 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.

VENDOR IDENTIFICATION

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

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

Section 1.1: Purpose

The purpose of this solicitation is to provide a Janitorial Services Program for various Lake County government facilities. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work. The ultimate responsibility of the Contractor is to provide facilities that are at all times uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor. Regardless of cleaning guidelines, at no time shall any obvious cleaning needs be ignored.

Vendors are advised that this procurement action will be formalized by a contract. A sample contract is provided in Attachment 2 of this Request for Proposal.

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 proposal due date.

Sandra Rogers, 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 : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

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

Section 1.3: Method of Award – To a Single Contractor

Award of this contract will be made to the Contractor which submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated upon the following criteria:

1. Firm's & firm's employees' qualifications
2. Experience with similar work effort
3. Office location
4. Established current staffing to be dedicated to Lake County
5. Supervisory staff
6. Proposed costs / fee schedule

7. Reports from direct and indirect references including current clientele
8. Degree to which the proposer incorporates established Lake County-based employees or subcontractors within their operational plan
9. Established subcontractor usage
10. Equipment (quantity, age, features, etc.)
11. Description and quantities of material and supplies planned for each facility
12. Familiarity with Lake County and Lake County Facilities
13. Previous positive or negative work experience with Lake County
14. Responsiveness and completeness of the written proposal to these instructions with regard to the instructions for the Completion of Proposal Package on page 8 and Scope of Service.

Section 1.4: –Examination of Sites (Mandatory)

Secure Site: A mandatory site visit will be held on December 6, 2016 at 10:00 AM for all secure buildings (320 W. Main (Tax Collector/Property Appraiser, Courthouse, Courthouse Expansion, and Emergency Communications and Operations Center (ECOC) .Attending vendors are to assemble in the lobby of the Courthouse (550 W. Main Street, Tavares, Florida 32778). No questions will be answered at this time.

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

Prior to submitting its offer, the vendor is required to visit the sites of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also required to examine carefully the specifications and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

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

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

Section 1.6: Option to Renew for Four (4) Additional One Year Periods

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

Section 1.7: Method of Payment - Monthly Invoices

See Attachment 2, Sample agreement.

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 all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

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

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Acceptance of Goods or Services

See Attachment 2, Sample agreement

Section 1.11.1: Delivery of Solicitation Response

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

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

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

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

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

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

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

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

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

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

Section 1.11.2: Completion Requirements for Request For Proposal (RFP)

One (1) signed original proposal and one (1) complete copy of the entire proposal 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 that time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested.

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

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP.

COMPLETION OF PROPOSAL PACKAGE:

The vendor's response to this RFP shall be completed and organized as follows and shall include all items listed in section 1.3:

Tab A: Shall include the vendor's profile/history and a statement of interest and understanding of the project, all reference documentation, a complete list of current clientele with contact names and phone numbers, and a complete list of all employees planned to be used for this specific project and/or service with contact names, addresses, phones numbers and experience in this field, experience with terrazzo floor care, experience with plant care, describe previous work experience with Lake County, location and description of office(s) planned to be used for this contract. See Attachment 1 to this RFP.

Tab B: Documentation confirming the education and formal training levels (including any certifications obtained) of the vendor's supervisory and working personnel; and a statement outlining training programs and methods of verifying employee competency. Also identify any subcontractors or joint venture arrangements that may be used under this contract, to include the qualifications of those entities and the specific work assignments that are to be performed by those entities.

Tab C: Provide a yearly schedule for the Presidential Cleanings. The schedule shall include a breakdown of cleaning duties and dates for the work to be done. Include a detailed plan of work for the facilities listed including a schedule for all "Presidential Cleanings", a detailed list of all equipment to be available for use under this contract (to include type, manufacturer, size, and model number of all equipment), and a detailed list of "Green Seal" products cleaning products with associated MSDS sheets, to be used under this contract.

Tab D: Provide a copy of the RFP that includes all required vendor entries. The responding vendor shall complete all required entries in Section 4 and 5 of the Request for Proposals such as, but not limited to, pricing pages, signature, certifications, and acknowledgement of any solicitation addenda. Pricing shall be completed as directed within Section 4. Initial and date in BLUE INK the appropriate space(s) for each addendum you received for this RFP. Insert any prompt payment discount that you will offer (NET 30 days unless otherwise noted). Complete all certifications included within Section 4 of the RFP. Complete the vendor information block on the signature page, and sign the proposal in BLUE INK in the spaces provided in that block.

Tab E: Provide a cost breakdown detailing how costs were determined. The breakdown should include the number of employees designated to perform work under this contract by location and by total, and the estimated quantities and costs of all supplies and equipment that your firm believes is required to perform the work.

Tab F: Vendor shall provide under this tab a sample certificate of insurance, or other documentary evidence, of capability to comply with the insurance requirements set forth in provision 1.8 of this RFP; evidence of financial stability sufficient to determine that your firm has the necessary resources, human and financial, to provide the required services at the level required by Lake County; and notice/ information on the nature, magnitude, and outcome of any litigation for the previous three (3) years where a court or administrative authority has ruled against either the principals of, or the corporation itself, in any matter related to the responding entity's operational activities.

Section 1.12: Accident Prevention and Barricades

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

Section 1.13: Additional Facilities May Be Added

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

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

Section 1.14: Background Check

See Attachment 2, Sample agreement

Section 1.15: Local Management Facility/Office Shall Be Available

To ensure adequate support to daily operations, and timely response to any specific situation or performance issue; the vendor shall maintain a management facility/office within the geographic boundaries of Lake County or any of its immediate neighboring counties. This facility (ies) shall have space for the storage of materials and supplies as well as headquarters for staff. Close proximity to the downtown Tavares complex is preferred. The office is to be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. **The responding vendor shall identify this location in the space provided on the pricing pages within Section 4 of this RFP.**

The County reserves the right to perform an inspection of this local maintenance facility/office during the response evaluation period, and at any time during the performance period of the contract. The acceptability of the size, location, and overall functionality of the management facility/office shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

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

Section 1.17: Clean-Up

See Attachment 2, Sample agreement

Section 1.18: Competency of Vendors and Associated Subcontractors

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

Section 1.19: Compliance with Federal Standards

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

Section 1.20: Deletion of Facilities

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

Section 1.21: 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 1.22: Hourly Rate

See Attachment 2, Sample agreement

Section 1.23: Key Contractor Personnel

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

Section 1.24: Labor and Materials Shall be supplied by the Vendor

See Attachment 2, Sample agreement

Section 1.25: Liquidated Damages

See Attachment 2, Sample agreement

Section 1.26: 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 1.27: 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 1.28: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

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

Section 1.29: Risk of Loss

See Attachment 2, Sample agreement

Section 1.30: 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 1.31: Time Sheets – Not Applicable

Section 1.32: Unauthorized Personnel

At no time shall the Contractor allow any people into the building other than bona fide employees of the Contractor. At no time shall the Contractor allow family members, friends, pets, etc. to be on the grounds or parking lot of the building during working hours, other than to pick-up or drop-off an employee.

Section 1.33: Unauthorized use of County Equipment

The Contractor shall not allow his/her employees, at any time, to open desk drawers, cabinets, or to use office equipment, including the use of non-pay telephones for any purpose other than a local emergency call.

Section 1.34: Work Performance / Accountability

If the County's designated representative finds that repairs or changes are required to the building, its contents, or its accessories, etc., which in the opinion of the County's designated representative are rendered necessary as the result of the vendor's use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of this Contract, the vendor shall, within twenty-four (24) hours of receipt of notice from the County's designated representative, place satisfactory condition, in every particular, all such work, correct all defects and shall make good any work or material, equipment and contents of said building or site disturbed in making such restoration, at no additional cost to the County.

It will be the responsibility of the vendor to establish and inform the County's designated representative of vendor's procedures related to the prevention of theft of County property and the property of its employees by vendor's employees. For loss equipment that is furnished by the County and used by the vendor, full replacement cost will be deducted from the next invoice.

It will be the responsibility of the vendor to establish adequate procedures in writing to eliminate wrongful use by vendor's employees of the property of the County or its employees. This property includes, but is not limited to the following:

- Telephone System Equipment
- Computer Equipment
- Audio/Video Equipment
- Office Equipment (copiers, fax machines, etc.)
- Kitchen Appliances

The vendor or the vendor's employees will not use County property in any manner for any personal advantage, business gain, or other personal endeavor. Telephones supplied by the County are to be used by the vendor for internal business only. The vendor may arrange, at Vendor's expense, with the County to have a private outside business line installed for vendor's use in making external calls. Unauthorized use of County telephones will result in a deduction of the actual document cost of the bill from the next invoice.

Section 1.35: Work Hours / Scheduling

Routine janitorial services shall be performed between the hours of 5:30 pm and 2:30 am on the "cleaning days" noted in the pricing section of this ITB with the exception of any published County holiday, and except where special arrangements are made and properly documented. Approval from the County's designated representative shall be obtained if work is to be performed after the prescribed hours. A periodic task cleaning schedule will be maintained in the custodial log at each facility. Any specific cleaning task that has been deferred due to holiday or any other approved cause shall be completed by close of business on the following scheduled "cleaning day". The vendor is responsible for cleaning an area later in the work schedule if there is a County meeting in progress at the time the work would be routinely completed. The vendor should anticipate that, on occasion, certain areas of the building may be occupied and cleaning may not be able to be performed. In this event, the Contractor shall make arrangements to clean these areas at the start of the next "cleaning day". The County's designated representative or

designee will provide a minimum of three (3) workday's notice of special events requiring schedule modifications. Failure to comply shall result in deduction as described in Section 1.25.

SPECIFIC NOTICE REGARDING THIS STATEMENT OF WORK

THIS REQUEST FOR PROPOSAL (RFP) INCLUDES A PRIMARY SCOPE WITH ONE PARTIAL ALTERNATE SCOPE AND A CORRESPONDING PRICING SCHEDULE FOR EACH SCOPE. THE BASIS OF THE VARIATION BETWEEN THE PRIMARY SCOPE AND THE ALTERNATE SCOPE IS WITHIN SECTION 11 OF THE STATEMENT OF WORK. THE PRIMARY VARIATION BETWEEN THE PRIMARY AND ALTERNATE SCOPE IS HAVING THE CONTRACTOR EMPTYING TRASH AND RECYCLING RECEPTACLES (PRIMARY) AND LAKE COUNTY EMPLOYEES EMPTYING TRASH AND RECYCLING RECEPTACLES (THE ONE ALTERNATE).

NOTE: THE ALTERNATE SCOPE ARE NOTED BY BLUE PRINT AND ITALICS.

VENDORS MAY RESPOND TO ONE OR ALL OF THE SCOPES BY COMPLETING THE APPROPRIATE PRICING SECTIONS.

THE COUNTY WILL AWARD TO THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER FOR EITHER THE PRIMARY OR ONE OF THE ALTERNATE SCOPES BASED ON ITS DETERMINATION AS TO WHICH COURSE OF ACTION REPRESENTS THE BEST INTERESTS OF THE COUNTY.

PRIMARY SCOPE OF WORK

1. General

- Regardless of cleaning guidelines, at no time shall any obvious cleaning needs be ignored.
- The Contractor Day Porters shall be available to supply all special cleaning needs during regular business hours at all County Facilities at no additional charge.
- Perform work in accordance with all industry standards, these specifications, and the requirements of Lake County.
- The Contractor is responsible for cleaning all buildings listed excluding the machine, mechanical, and electrical rooms and any areas selected by the County's Designated Representative. This may include areas of a secure nature used by the Lake County Sheriff's Department.
- There is no guarantee as to the quantities or frequencies included in this contract.
- The Contractor shall provide sufficient labor and materials to accomplish the tasks identified in these specifications.
- The County shall be the sole judge of quality and required frequency of services. The County reserves the right to discontinue services and terminate the contract at will.
- The facilities shall be staffed to maintain optimum conditions of cleanliness. If the level of cleaning, at any time, is considered to be unacceptable to the County, the Contractor shall be required to increase staff or take any and all measures that are required to achieve complete satisfaction. If the Contractor feels that additional cleaning days are required to achieve the expected level of service, they shall submit, in writing, the reasons to the County's Designated Representative. The County's Designated Representative will review and make a decision as to the need for schedule changes. If changes are deemed necessary, a formal contract modification will be completed and entered into the contract.
- Routine janitorial services shall be performed between the hours of 5:30 pm and 2:30 am on the "cleaning days" noted in the pricing section of this RFP with the exception of any published County holiday. Any cleaning task that would have normally been performed that day shall be completed the following scheduled "cleaning day".
- The County reserves the right to revise and/or restrict cleaning hours at any time during this contract. This may include switching from nighttime cleaning to daytime cleaning. The Contractor upon reasonable notification shall make changes without additional costs to the County.

2. Performance

- The purpose of this solicitation is to provide a Janitorial Services Program for various Lake County Government facilities. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of the projected work.
- The ultimate responsibility of the Contractor is to provide facilities that are at all times uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor.

3. Security

- The Contractor shall keep all suite and exterior doors closed during performance of work. Doors should not be blocked open for any reason. The Contractor shall not allow anyone (including County employees) into the building or office suites when doors are locked. Violation may result in termination of the contract.
- At the completion of work, the Contractor shall ensure that all lights have been turned off, windows and doors have been locked, and all security systems have been activated. The Contractor shall be responsible for nuisance false alarm fees, caused by the janitorial staff, from County or City emergency services.
- The Contractor shall be subject to an \$80.00 fee for all substantiated breaches of security in County Facilities by the employees. Breaches are to include doors being left unlocked, security alarms not being set, as well as all items listed above.

4. Key Control See Attachment 2, Sample Agreement

5. Staffing

- The Contractor shall provide adequate personnel, trained in the appropriate cleaning and janitorial methods and techniques, to properly and satisfactorily maintain the facilities during the scheduled times indicated.
- The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same areas.
- The Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.
- The buildings shall be fully staffed on the first day of work under the contract. All personnel shall receive close and continuing front-line supervision.
- The Contractor shall provide three (3) "Day Porters" that will be on-site from 8am to 5pm. One (1) day porter at the County Administration Building and two (2) day porters at the Courthouse. Day Porters shall be available to provide service to all downtown complex facilities, as well as all special cleaning needs during regular business hours at all County Facilities at no additional charge.
- The day porters shall be available to be on-call as needed. The day porters shall perform regular cleaning/restocking duties, to include, cleaning of all lobby and common areas, cleaning of all outside grounds areas, as well as, any additional cleaning needs, during their work time. Day porters shall also provide care and watering for all indoor plants located in common areas of the downtown Tavares Complex. This will include fertilization, pest management, repotting and replacement of dead plants. Lunch breaks shall be scheduled such that at least one Day Porter is on-site and available at all times. Each day porter shall be equipped with a cell phone and the number shall be provided to the County's Designated Representative.
- Custodians shall be employees of the Contractor; subcontractors and day laborers are not acceptable.
- Custodians employed by the Contractor shall be fully trained and skilled in safe and proper housekeeping techniques. The Contractor shall provide sufficient documentation

to demonstrate adequate training in their RFP. The Contractor shall submit a statement outlining their training program and method of verifying employee competency. The use of custodians that are not adequately trained may be grounds for termination of the contract.

- The Contractor shall not allow their employees, at any time, to open desk drawers or cabinets, or to use office equipment, televisions, radios, or telephones for any purpose other than a local emergency call.

6. Supervision

The Contractor shall provide necessary supervision with personnel who are not a part of the regular on-site cleaning staff. Contractor's Supervisors shall be literate and able to communicate fully in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. Contractor's supervisor(s) shall also be capable of communicating fully with all employees in the event they do not speak English. The County's Designated Representative will be the sole judge of the communication level. The Contractor shall provide documentation that the supervisor has the necessary skills, and is paid at a higher rate than the custodians. In the event of sickness or any absence of the regular supervisor, the Contractor shall provide a substitute of equal or greater skills. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Designated Representative. A supervisor shall be available by cell phone on a 24 hour 7 day per week basis to handle emergency situations.

7. Quality Control

Complaints or comments from occupants of the buildings shall be e-mailed to the Contractor's supervisor. The supervisor upon receipt of e-mail, but not more than 3 hours of receipt, shall electronically acknowledge receipt and shall correct all deficiencies the following scheduled work day or, if possible, sooner. Once finished the Contractor's supervisor shall immediately email the County's Designated Representative that the work is completed.

8. Quality Control Inspections

- The Contractor shall make quality control inspections once a month. These inspections shall be scheduled with and (if possible) attended by the County's Designated Representative.
- The Contractor shall visit all sites under contract.
- The Contractor shall develop an inspection checklist to be used for the inspections.
- All deficiencies shall be noted on the inspection checklist.
- A copy of the list shall be provided to the custodial staff and the deficiencies shall be corrected at the next scheduled visit.
- The Contractor shall devise a checklist for use in all downtown facility restrooms. The checklist shall be signed and dated to indicate the time and the work performed. The check list shall be hung on the inside of the door to the restroom or janitorial closet.

9. Supplies

- The Contractor shall provide all supplies and materials necessary for the proper performance of the janitorial services. Supplies and materials to include, but are not limited to; dust cloths, mops, sponges, squeegees, cleaners, detergents, disinfectants, floor strippers, waxes, sealers, metal, wood, and furniture polishes, and any other compounds necessary to properly maintain the premises. The Contractor shall also continuously provide all supplies and materials currently in use in all lobbies, restrooms, kitchens, break rooms, etc. including, but not limited to, trash can liners (.6mil high density can liners shall be used), wet umbrella bags, paper products, sanitary napkins, urinal deodorizer blocks, toilet seat covers, deodorant air fresheners, and soap. Supplies and materials shall be provided to adequately support the required operations of the facility regardless of cleaning frequency. All supplies shall be compatible with the existing dispensers at all locations.
- The Contractor shall provide on-site stock of regularly used products such as paper towels, toilet paper, urinal deodorizer blocks, sanitary napkins, cleaning supplies, polishes, etc. in adequate quantities to ensure sufficiency between cleanings. Soap and towel dispensers are not fully standardized throughout the County.
- All supplies and materials shall be available for the Contractor and County employed day porter's use.
- No supplies shall be used that Lake County or the manufacturer of the product determines harmful to the surfaces to which applied or to any other part of the buildings, their occupants, contents, or equipment.
- **Note:** All facilities require the use of "Green" products. All products/chemical solutions provided and used will be certified under Green Seal Standard GS-37 or GS-40, or Environmental Choice Standard ECP-57. These standards require that:
 - A. The undiluted product shall not be toxic to humans.
 - B. The undiluted product shall not contain any ingredients that are carcinogens or are known to cause reproductive toxicity.
 - C. The undiluted product shall not be corrosive to the skin or eyes.
 - D. The undiluted product shall not be a skin sensitizer.
 - E. The undiluted product shall not be combustible
 - F. The product shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor air quality.
 - G. The product shall not be toxic to aquatic life.
 - H. Each organic ingredient in the products used shall exhibit ready biodegradability.
 - I. The product as used shall not contain more than 0.5% by weight or total phosphorus.
 - J. The primary packaging shall be recyclable or the manufacturer shall provide for returning and refilling of their packages.
 - K. The product must be a concentrate.
 - L. Manufacturers shall identify any fragrances on their MSD sheets. Any ingredient added to the product as a fragrance must follow guidelines as interpreted by the international fragrance association.

- M. The product shall not contain alkylphenol ethoxylates, dibutyl phthalate heavy metals, ozone-depleting compounds or optical brighteners.
- N. The product shall not be tested on animals.

A calibrated chemical dispenser installed in the building will ensure that proper mixtures are used. All chemicals will be made available through calibrated mixtures only, regarding spray cleaners, bowl cleaners, glass cleaners, floor cleaners, etc. Hand cleaners, dish soaps, urinal deodorizers, and spot removers will also comply with Green Seal Standards. All tissues and hand towel paper products purchased will meet Green Seal Standards.

All custodial staff will be instructed in the proper use of all products to conform to the manufacturer's instructions, insuring maximized health and economic benefits of the program. All custodial staff will be made aware of restricted non-compliance chemical use. Chemical data information regarding each chemical used will be posted in binders in the custodial chemical dispensing areas.

10. Equipment

- The Contractor shall supply all equipment necessary for the proper performance of the janitorial services. Equipment shall include, but not be limited to, industrial vacuum cleaners with HEPA filters, buffing machines, mops, mop buckets, ladders, brooms, brushes, waxing and polishing machines, high dusting equipment, stone/ceramic tile and grout cleaner, truck mounted steam carpet cleaning machine, portable carpet cleaning machine, and upholstery cleaning machine. The Contractor shall supply, with their bid package, a list of all equipment to be available for use under this contract. The list shall include type, manufacturer, size, and model number of all equipment.
- The County shall provide, if available, storage space for equipment (brooms, mops, vacuums, etc.) All equipment shall be available for use by the Contractor and County day porters and County staff. The County shall assume responsibility for breakage of any vendor-owned equipment if such equipment is used in an improper manner by County staff.

11. Regular Cleaning Guidelines

These guidelines are given to establish the minimum standards of service and frequency for each cleaning activity. The ultimate responsibility of the Contractor is to provide facilities that are at all times uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County and the Contractor. Individual facility schedules may vary based on cleaning days per week. Example: If a facility is scheduled for cleaning once a week then all designated “nightly”, “every other night”, and “weekly” effort scheduled for the facility shall all be done on the same night. If a facility is scheduled for cleaning twice a week, then the “every other night” cleaning would be done once with the weekly cleaning. Regardless of cleaning guidelines, at no time shall any obvious cleaning needs be ignored. The Contractor Day Porters shall be available to supply all special cleaning needs during regular business hours at all County Facilities at no additional charge.

- **Trash and Recycling Receptacles (Nightly)**

- A. All trash and recycling receptacles shall be emptied and removed to the designated dumpster/collection site. All receptacles shall be relined with clean plastic liners. The County's designated representative shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free. Trash and paper shall not be allowed to accumulate in hallways or overflow receptacles.
- B. All trash, paper, and debris in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable items shall be verified with County staff prior to removal. The Contractor's staff should be specifically instructed to use caution when collecting items not obviously intended as trash.

Alternate 1 Scope for A and B above

- **Trash Containers (Nightly)**

- A. *All trash receptacles in office areas shall be emptied by Lake County employees into the dumpster/collection site container on single story buildings or to the contractor supplied container on multi-story buildings. The Contractor shall supply one container per floor. For multi-story buildings the Contractor shall be required to empty the container(s) at the designated dumpster/collection site nightly. The Contractor shall supply plastic trash liners for all trash receptacles. Lake County employees shall clean and install liners in individual trash receptacles in office areas as needed. The Contractor shall empty, reline, and clean trash receptacles in all areas other than office areas.*
- B. *All trash, paper, and debris in corridors or near trash receptacles and obviously intended as trash shall be collected and removed to the designated dumpster/collection site. Any questionable items shall be verified with County staff prior to removal. The Contractor's staff should be specifically instructed to use caution when collecting items not obviously intended as trash.*

- **Recycling Containers (Nightly)**

All recycling receptacles in office areas shall be emptied by Lake County employees into the dumpster/collection site container on single story buildings or to the contractor supplied container on multi-story buildings. The Contractor shall supply one container per floor. For multi-story buildings the Contractor shall be required to empty the container(s) at the designated dumpster/collection site. The Contractor shall empty & clean recycling receptacles in all areas other than office areas.

- **Kitchens and Breakrooms in Public Areas (Nightly)**

Kitchens and breakrooms in public areas shall be cleaned with the proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. The Contractor shall use an approved germicidal detergent to damp clean all surfaces, appliances, fixtures, and flooring.

- **Kitchens and Breakrooms in Private Areas (Weekly)**

Kitchens and breakrooms in private areas shall be cleaned with the proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. The Contractor shall use an approved germicidal detergent to damp clean all surfaces, appliances, fixtures, and flooring.

- **Restroom Cleaning (Nightly except as noted)**

- A. All restrooms shall be cleaned with the proper dilutions of disinfectant/detergent cleaning products to control disease-causing organisms and to prevent odors. The Contractor shall use an approved germicidal detergent to damp clean all surfaces, partitions, fixtures, and flooring.
- B. In facilities that require day porters, restrooms shall be cleaned/restocked a minimum of 4 evenly spaced times per day.
- C. The Contractor shall devise a checklist for use by day porters for all downtown facility restrooms. The checklist shall be signed and dated to indicate the time and work performed. The check list shall be hung on the inside of the door to the restroom. Failure to accurately complete the checklist may result in fees charged to the contractor as prescribed in the contract.

- **Public Elevator Cleaning (Nightly)**

- A. Elevator walls, doors, ceilings, and floors shall be cleaned and polished using the appropriate cleaning and polishing agents to present a uniformly clean aesthetically pleasing appearance.
- B. The door track of each elevator shall be kept clean by thorough brushing and/or vacuuming.

- **Private Elevator Cleaning (Weekly)**

- A. Elevator walls, doors, ceilings, and floors shall be cleaned and polished using the appropriate cleaning and polishing agents to present a uniformly clean aesthetically pleasing appearance.
- B. The door track of each elevator shall be kept clean by thorough brushing and/or vacuuming.

- **Stairway Cleaning (Weekly)**
 - A. The Contractor shall keep stairwells free of dirt, dust, cobwebs, trash, debris, etc. at all times.
 - B. Walls, ceilings, handrails, and guardrails shall be cleaned using the appropriate cleaning agents to present a uniformly clean aesthetically pleasing appearance.

- **Floor Cleaning in Public Areas excluding kitchens, breakrooms, and restrooms (non-carpeted floors such as VCT, ceramic, rubber, solid vinyl) (Every Other Night)**
 - A. Floors shall be swept or dust mopped to present a clean and orderly appearance at all times.
 - B. The Contractor shall use a neutral detergent solution and equipment to remove soil from non-carpeted floors. Floors that have been wet cleaned shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, and foreign matter. The Contractor shall use germicidal solutions in all restrooms, kitchens, breakrooms, etc.
 - C. Surface accumulations of chewing gum, tar, hardened dirt or other foreign matter shall be removed and care shall be taken to avoid damage to the floor surface.
 - D. Floors shall be damp mopped to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Mopped floors shall be free from streaks, spots, stains, and foreign debris.

- **Floor Cleaning in Private Areas excluding kitchens, breakrooms, and restrooms (non-carpeted floors such as VCT, ceramic, rubber, solid vinyl) (Weekly)**
 - A. Floors shall be swept or dust mopped to present a clean and orderly appearance at all times.
 - B. The Contractor shall use a neutral detergent solution and equipment to remove soil from non-carpeted floors. Floors that have been wet cleaned shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, and foreign matter. The Contractor shall use germicidal solutions in all restrooms, kitchens, breakrooms, etc.
 - C. Surface accumulations of chewing gum, tar, hardened dirt or other foreign matter shall be removed and care shall be taken to avoid damage to the floor surface.
 - D. Floors shall be damp mopped to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Mopped floors shall be free from streaks, spots, stains, and foreign debris.

- **Floor Cleaning in Public Areas (Carpet) (Every Other Night)**

- A. The Contractor shall vacuum carpets and walk off mats to remove visible soil and debris from the surface and from within the carpet piles using industrial vacuum cleaners with HEPA filters. All moveable furnishings (50lbs or less) shall be moved to vacuum and replaced to their original locations. The Contractor shall use a brush or crevice device to vacuum in inaccessible areas.
- B. Carpets shall be spot cleaned as needed, or as directed by the County's Designated Representative to remove spots and stains.

- **Floor Cleaning in Private Areas (Carpet) (Weekly)**

- A. The Contractor shall vacuum carpets and walk off mats to remove visible soil and debris from the surface and from within the carpet piles using industrial vacuum cleaners with HEPA filters. All moveable furnishings (50lbs or less) shall be moved to vacuum and replaced to their original locations. The Contractor shall use a brush or crevice device to vacuum in inaccessible areas.
- B. Carpets shall be spot cleaned as needed, or as directed by the County's Designated Representative to remove spots and stains.

- **Drinking Fountains and Water Coolers (Nightly)**

Drinking fountains and water coolers are to be cleaned, polished, and disinfected.

- **Exterior Cleaning (Every Other Night)**

- A. The grounds, parking areas, walkways, dumpster/collection/recycle site, exterior stairs, and sidewalks around buildings shall be policed and kept free of litter and debris.
- B. Sidewalks shall be swept.
- C. Trash cans shall be emptied, cleaned, and new liners installed.
- D. All ashtrays and urns shall be emptied and cleaned. Sand or other extinguishing material shall be replaced when soiled or wet.

- **Floor Drains (Monthly)**

Floor drains shall be kept clear of debris and the surfaces shall be cleaned. The Contractor shall pour an approved solution of germicidal detergent in the floor drains to fill the traps.

- **Plants**

The Contractor shall take full responsibility for the plants located in all public areas of all County facilities, outside exterior entrances, and the Jury Garden inside the Courthouse, at no additional expense to the County. Within 30 days of contract initiation the Contractor shall inspect all plant material. The Contractor shall email the County's Project Manager a summary of all plants that the contractor feels need to be replaced along with a quote, in pdf

format, per facility for replacement. The contractor shall take full responsibility for watering, trimming, fertilizing, re-potting and replacement of all plant material, replaced and existing, as needed at no additional cost to the County.

12. Clerk of Court Glass Partitions on the first floor of the Courthouse (Nightly)

Partition glass shall be cleaned inside and outside to provide a clean streak free finish.

13. Courthouse Public Floors (Nightly)

A. Floors shall be swept or dust mopped to present a clean and orderly appearance at all times.

B. The Contractor shall use a neutral detergent solution and equipment to remove soil from non-carpeted floors. Floors that have been wet cleaned shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, and foreign matter.

C. Surface accumulations of chewing gum, tar, hardened dirt or other foreign matter shall be removed and care shall be taken to avoid damage to the floor surface.

D. Floors shall be damp mopped to maintain a uniformly clean appearance. Care shall be taken to avoid splashing walls, baseboards, furnishings, etc. Mopped floors shall be free from streaks, spots, stains, and foreign debris.

14. Presidential Cleaning (Twice a Year)

All facilities shall receive Presidential Cleanings. The Presidential Cleaning shall include a complete cleaning of the entire facility including all regular nightly duties, as well as, the duties listed in this section. The intent of the Presidential Cleaning is to rejuvenate the facility and ensure a uniformly clean, hygienic, orderly, and attractive appearance. The Contractor shall provide, with their bid, a yearly schedule for the Presidential Cleanings. The schedule shall include a breakdown of cleaning duties and dates for the work to be done. The Presidential Cleanings shall be completed in a “top to bottom” approach. Presidential cleanings shall be done on Saturday and Sunday. It is the Contractor’s responsibility to ensure adequate labor, supervision, materials, and equipment to perform the cleaning duties as specified within the listed time frame.

• Horizontal and Vertical Surface Cleaning

A. Horizontal and vertical surface cleaning shall include all surfaces and objects below 12’ high. Quotes for work above 12’ shall be provided when requested by the County’s Project Manager.

B. Furnishings and structures of the facility to be cleaned include, but are not limited to, walls, ceilings, baseboards, doors, door casings, plumbing fixtures, window blinds, pictures, office furniture, filing cabinets, shelving, ledges, rails, signs, desks, display cases, HVAC diffusers, grills, light fixtures, vents, skylights, etc.,

C. The Contractor shall use a HEPA type vacuum with dusting tools and treated dust cloths to remove all dust, spider webs, bug droppings, dry soil,

litter, etc. from all fixtures and surfaces from the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, ledges, walls, ceilings, ceiling mounted fans, partitions, rails, vertical and horizontal blinds, and all other types of fixtures and surfaces including the ceiling surface.

- D. Appropriate cleaning agents, polishes, cloths, etc. shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to keep dust dispersion to a minimum. Dusted surfaces shall be free from dust, lint, paper shreds, grime, cobwebs, hair, and other unsightly omissions. If treated dust cloths are used, there shall be no oil streaks left on the surface.
- E. Damp wiping or washing to horizontal surfaces shall be accomplished using appropriate cleaning agents and shall be used according to the type and composition of the structure or object. Any items or furnishings moved during the procedure shall be replaced to the proper position. Care shall be taken to avoid damage to wood or painted surfaces. Surfaces that have been damp wiped shall be free of dirt, streaks, spots, smudges, fingerprints, and smears. Water marks shall be removed with a dry clean cloth.

- **Furniture Cleaning**

Furniture shall be vacuumed to remove dust, dirt, and debris.

- **Carpet Cleaning**

Carpets shall be steam cleaned to present a uniformly clean ascetically pleasing appearance. Carpets shall not be over saturated.

- **Window Cleaning**

Windows shall be cleaned inside and outside. Exterior window cleaning shall be limited to first floor only unless specifically requested and priced per Additional Pricing for Non-Routine Janitorial Services. The Contractor shall observe all OSHA safety regulations and practices.

- **Floor Cleaning (Stone-Ceramic Tile and Grout)**

Floors shall be cleaned using a high pressure commercial tile and grout cleaning machine. After cleaning, grout should be sealed using appropriate sealers to deter soil and stains.

- **Floor Stripping/Waxing**

Floors shall be stripped of layers of soiled finish, heel marks and scuffs, discolorations, and stains. After thorough rinsing, floors shall be ready for application of new or additional finish. Sealer and coats of finish shall be properly applied to floor per manufacturer's installation instructions. Finished or refinished floors shall present a uniform shine and shall not have buildup in edges or corners. Overlapping finish marks shall not be apparent and all omissions shall be blended in with additional coatings to assure uniformity.

15. Emergency Shelter Facilities (As Needed)

During emergencies or disaster events, the County may request the awarded Contractor to provide emergency shelter janitorial services. If these services are required, the County will request quotes for specific locations post emergency or disaster event. The Contractor shall be required to provide quotes within 4-6 hours after receiving written and/or verbal notification from the County's designated representative. Work may be required to take place at night, on the weekend, or on holidays.

16. Clerk of Court Glass Partitions on the first floor of the Courthouse (Nightly)

Windows shall be cleaned inside and outside to provide a clean streak free finish.

17. Parking Garage Elevator Lobbies (Nightly except as noted)

- All trash and recycling receptacles shall be emptied and removed to the designated dumpster/collection site between 12 pm and 2 pm daily by a day porter. All receptacles shall be relined with clean plastic liners. The County's designated representative shall be notified when a trash receptacle requires repair or replacement. Receptacles shall be kept clean and odor free.
- Interior and exterior elevator walls, doors, ceilings, and floors shall be cleaned and polished using the appropriate cleaning and polishing agents to present a uniformly clean aesthetically pleasing appearance.
- The door track of each elevator shall be kept clean by thorough brushing and/or vacuuming.
- Elevator lobbies shall be cleaned and kept free of debris.
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18. Dumpster/Recycle collection Site

- The dumpster/recycle collection site shall be used to dispose of Lake County trash and debris only. Unauthorized use is strictly prohibited.
- The Contractor shall maintain a clean area free of debris around the dumpster/recycle collection site.

19. Safety Guidelines

- The vendor shall furnish to the County's designated representative copies of Material Safety Data Sheets (MSDS), for all products used. The vendor must update copies of the

MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the County's designated representative prior to the product being used in any facility. The vendor shall keep a copy of Material Safety Data Sheets at each facility under contract.

- The MSDS must be in compliance with all applicable OSHA Regulations as well as, any State and Local requirements.
- The vendor shall comply with the OSHA Standard 29 CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the County's designated representative.
- Failure to comply with all Federal, State, and Local laws, ordinances, rules, and regulations may result in termination of the contract.
- The vendor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.
- Labeling of materials containing hazardous and/or toxic substances shall be in accordance with OSHA Regulation 29 CFR 1919.1200, paragraph f, and all Federal, State, and Local laws, ordinances, rules, and regulations.
- The vendor shall use caution signs as required by OSHA Regulation 29 CFR 1910.144 and 1910.145 at no cost to the County. Caution signs shall be available on-site during all periods of contract performance.
- The vendor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) registration number.
- **Bleach ammonia, and acid products shall not be used or maintained on premises.**
- The vendor shall verify that all floor finishes, sealers, spray buff solutions, and other such chemicals applied to non-carpeted floors shall provide adequate slip resistance. Any observance of slippery or slick floors shall be corrected immediately. Adequate signage shall be used to indicate slippery areas.
- Failure of the vendor or their employees to comply with all applicable laws, regulations and rules shall permit the County to immediately terminate this Contract for default.

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 proposer’s firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

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

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3.7 INCURRED EXPENSES

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

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 regard may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

The County reserves the right to require 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 required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records 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 contract 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: Janitorial Services for Lake County Facilities

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.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**
-

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: _____
 Addendum #2, Dated: _____
 Addendum #3, Dated: _____
 Addendum #4, Dated: _____

Part II:

No Addendum was received in connection with this RFP.

PRICING SECTION

Note: Square footages are estimated. The vendor shall be responsible for all cleaning all areas regardless of actual site square footage.

See Attachment 2, Address List for location information.

Building	Approx. Sq. Ft.	Street/City	Alternate Key	Cleaning Days	Primary Scope Cost Per Visit	*Primary Scope Monthly Cost	Alternate Scope Cost Per Visit	*Alternate Scope Monthly Cost
320 W. Main (Tax Coll. /Prop. Appraiser.)	24,146	320 W. Main St. Tavares	2534770	M.T.W.Th.F.	\$	\$	\$	\$
323 N. Sinclair	3,000	323 N. Sinclair Ave. Tavares	1497469	M.W.F.	\$	\$	\$	\$
350 N. Sinclair	5,512	350 N. Sinclair Ave. Tavares	1374685	M.W.F.	\$	\$	\$	\$
418 W. Alfred St., Tavares, FL Suite A - E	6,155	418 W. Alfred St. Tavares	1277337	T. & Th.	\$	\$	\$	\$
Area 1 Road Maintenance	700	2310 W. Griffin Rd. Leesburg	1171245	T. & Fr.	\$	\$	\$	\$
Area 2 Road Maintenance	700	110 Center St. Minneola	1659388	T. & Th.	\$	\$	\$	\$
Area 3 Road Maintenance	650	19720 5th St. Umatilla	2809981	T. & Th.	\$	\$	\$	\$
Astor Library	4,000	54905 Alco Rd. Astor	2754648	M.T.W.Th.F.	\$	\$	\$	\$
Astor Recreation Park	300	54835 Alco Rd. Astor	2754648	T. & F.	\$	\$	\$	\$
BCC Warehouse # 1	2,425	32400 County Rd. 473 Leesburg	1184517	T. & F.	\$	\$	\$	\$
Business Opportunity Center	2,000	Century Plaza, 17521 US Highway 441 Mt Dora	3360877	F.	\$	\$	\$	\$
Cagan's Crossing Library	16,085	16729 Cagan Oaks Clermont	3815905	M.T.W.Th.F.S.	\$	\$	\$	\$
Clerk's Auditor's Office	2,379	401 E. Alfred St. Tavares	2808489	W. & F.	\$	\$	\$	\$
Clerk's Warehouse	1,300	32400 County Rd. 473 Leesburg	1184517	T. & F.	\$	\$	\$	\$

Clermont Driver's License Office	3,080	2400 S Hwy 27, unit 4205 Clermont	3800456	M.T.W.Th.F.	\$	\$	\$	\$
Communications Maint. Facility	2,400	20415 Independence Blvd. Groveland	1390885	T. & Th.	\$	\$	\$	\$
Community Services - Housing	4,000	2004 & 2008 Classique Lane Tavares	3840652	M.T.W.Th.F.	\$	\$	\$	\$
County Administration Building (CAB)	82,168	315 W. Main St. Tavares	1276489	M.T.W.Th.F.	\$	\$	\$	\$
Courthouse	99,809	550 W. Main St. Tavares	1277353	M.T.W.Th.F.	\$	\$	\$	\$
Courthouse Expansion	157,437	550 W. Main St. Tavares	1277353	M.T.W.Th.F.	\$	\$	\$	\$
East Lake Library	4,974	31336 CR 437 Sorrento	1598061	M.T.W.Th.F.S.	\$	\$	\$	\$
Election Support Center	13,832	701 S Rossiter St. Mt. Dora	3832362	Presidential Only - March and Sept.	\$	\$	\$	\$
Emergency Communications and Operations Center (ECOC)	24,879	425 W. Alfred St. Tavares	1277353	M.T.W.Th.F.	\$	\$	\$	\$
Environmental Lab	4,885	13100 County Landfill Rd. Tavares	1441421	W. & F.	\$	\$	\$	\$
Environmental Services Administration	4,000	13130 County Landfill Rd. Tavares	1441421	T. & Th.	\$	\$	\$	\$
Fairgrounds - Expo Bldg.	1,972	2101 County Rd. 452 Eustis	1122767	Th.	\$	\$	\$	\$
Fleet Maintenance Facility	1,170	20423 Independence Blvd. Groveland	1390885	T. & Th.	\$	\$	\$	\$
Fuel Station	100	12900 County Landfill Rd. Tavares	1111935	M.W.F.	\$	\$	\$	\$
Haz-Mat Trailer	1,300	13100 County Landfill Rd. Tavares	1441421	T. & Th.	\$	\$	\$	\$
Historic Courthouse (1st floor only)	6,491	317 W. Main St. Tavares	1276471	F.S.M.	\$	\$	\$	\$
Lady Lake Tag Office	1,700	918 Avenida Central St. Lady Lake - Villages	3452241	M.W.F.	\$	\$	\$	\$

Leesburg Tag Office	8,300	1720 N. Citrus Blvd. Leesburg	1171539	M.T.W.Th.F.	\$	\$	\$	\$
Library Services	5,376	2401 Woodlea Rd. Tavares	3378695	M.W.F.	\$	\$	\$	\$
Marion Baysinger Library	4,500	756 W. Broad St. Groveland	1523729	M.T.W.Th.F.S.	\$	\$	\$	\$
Mosquito Control	1,200	401 S. Bloxham Ave. Tavares	1376742	T. & Th.	\$	\$	\$	\$
North Lake Clerk's Office	1,160	902 Avenida Central Lady Lake - Villages	3452241	M.W.F.	\$	\$	\$	\$
Paisley Community Center	3,000	24954 CR 42 Paisley	1312230	M.W.F.	\$	\$	\$	\$
Paisley Library	4,000	24954 CR 42 Paisley	1312230	M.T.W.F.S.	\$	\$	\$	\$
Parking Garage Elevator Lobbies	115	200 N Sinclair Tavares	2534770	M.T.W.Th.F.	\$	\$	\$	\$
Pear Property	2,000	5336 University Ave. Leesburg	1296234	W.	\$	\$	\$	\$
Probation	2,841	518 W. Alfred St. Tavares	1822807	T. & Th.	\$	\$	\$	\$
Property Records	3,200	313 S. Bloxham Ave. Tavares	1376742	T. & Th.	\$	\$	\$	\$
Public Defender's Office	6,000	123 N. Sinclair Ave. Tavares	1277388	M.T.W.Th.F.	\$	\$	\$	\$
Public Transportation Office	2,942	2440 US Hwy 441/27 Fruitland Park	1740061	T. & Th.	\$	\$	\$	\$
Road Operations Center	876	12901 County Landfill Rd. Tavares	1111935	W. & F.	\$	\$	\$	\$
Scalehouse	1,100	13130 County Landfill Rd. Tavares	1441421	Thursday	\$	\$	\$	\$
South Lake Clerk's Office	1,054	800 N. US Hwy 27 Minneola	1109949	M.W.F.	\$	\$	\$	\$
South Lake Tag	1,230	194 N. US27 Clermont	1109949	M.T.W.Th.F.	\$	\$	\$	\$
Tourist Welcome Center	4,800	20763 US HWY 27 Groveland	3612132	M.T.W.Th.F.S.	\$	\$	\$	\$

Traffic Operations	2,800	28127 CR 561 Astatula	3701259	W. & F.	\$	\$	\$	\$
Traffic Operations Annex	2,800	28127 CR 561 Astatula	3701259	W.	\$	\$	\$	\$
Triangle Tag Office	8,200	15733 Dora Ave. Eustis	3695372	M.T.W.Th.F.	\$	\$	\$	\$
Umatilla Community Center	3,000	17107 Ballpark Rd. Umatilla	1212197	M.W.F.	\$	\$	\$	\$
WMFO	2,700	13130 County Landfill Rd. Tavares	1441421	M.W.F.	\$	\$	\$	\$
Total Cost					\$	\$	\$	\$

- Price per month shall be determined by multiplying the per visit cost by the number of visits per week, then multiplying that total by 52, and then dividing by 12 to get monthly cost.
- Example: Monthly cost for the WMFO Building done on M.W.F. with a per visit cost of \$30.00. $\$30.00 \times 3 = \$90 \times 52 = \$4,680.00 / 12 = \390.00 monthly cost.

Additional Pricing for Non-Routine Janitorial Services

There is no guarantee as to any quantities of non-routine work to be performed

Item	Unit	Unit Cost
Special event and additional cleaning requests > \$500.00	Per person - per hour	\$
Carpet cleaning	Per sqft.	\$
Floor stripping/sealing/waxing	Per sqft.	\$
Tile and grout cleaning	Per sqft.	\$
Exterior window washing	Per floor - per sqft.	\$
	1st	\$
	2nd	\$
	3rd	\$
	4th	\$
	5th	\$
	6th	\$
	7th	\$
	8th	\$

Upholstered furniture cleaning	Couch each	\$
	Office chair each	\$
	Recliner each	\$
	Love seat each	\$
	Foot stool each	\$
	Pillows each	\$
On-call Presidential cleaning (no minimum sqft. guaranteed)	Per sqft.	\$
Elevator cleaning – floors, walls, ceilings, doors, tracks, etc. per “Cleaning Guidelines”	Per cab	\$
Add extra day porter	Per hour (min. 3 hours per day 3 days per week)	\$
Provide one person, and associated supplies, for a 12 hour shift at a designated emergency facility during a designated emergency.	Per hour	\$

Identify below the management facility/office from which services under this project will be supported (see provision 1.3 of this RFP):

Facility Type: _____

Primary Point of Contact: _____

Name

Title

Address: _____

Phone number: _____

Fax number: _____

Email address: _____

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

By Signing this Proposal the Proposer Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

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

Reciprocal Vendor Preference:

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

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

Conflict of Interest Disclosure Certification

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

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- 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: _____

Printed name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Sample Agreement

ATTACHMENT 1 - WORK REFERENCES

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

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

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

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND**

FOR _____

ITB # _____

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and _____, a _____ corporation, its successors and assigns, herein referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) # _____ seeking firms or individuals qualified to _____; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

The purpose of this Agreement is for CONTRACTOR to _____, hereinafter referred to as the "Project/Service."

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to complete the Project/Service in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**, as modified or clarified by Addendum(s) #____, dated _____, attached hereto and incorporated herein by reference as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Project/Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 The term of this Agreement shall be as follows:

The CONTRACTOR and COUNTY acknowledge that this Agreement is for a twelve (12) month term and that the CONTRACTOR shall complete the work as specified in the Scope of Services. The COUNTY has the option to renew this Agreement for four (4) additional one (1) year period(s). The prices set forth in this Agreement shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document. Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes in the following pricing index: CPI. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term and clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a COUNTY's prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR 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 CONTRACTOR. In these cases, the CONTRACTOR 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. No additional days shall be granted for rain delays.

3.3 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service.

3.4 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.5 Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this Agreement at the option of the County. When required by the pricing structure of the Agreement, the CONTRACTOR shall be invited to submit price quotes for these additional facilities. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR or for other reasons at the County's discretion. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility when such service is no longer required, upon fourteen (14) calendar day's written notice.

3.6 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project/Service. The CONTRACTOR further

acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.7 If required, the Contractors shall attend a mandatory pre-bid meeting. Whether or not there is a mandatory or non-mandatory pre-bid, the contractor shall be required to carefully examine any supplied drawings and/or specifications and be thoroughly aware regarding any and all conditions that may in any manner affect the work to be performed under the contract. If a pre-bid meeting is not required the Contractor shall visit the site to familiarize themselves with the Project/Service, see existing conditions, and take measurements. No additional allowances will be made for lack of knowledge of these conditions.

3.8 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:

A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the Project/Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

3.9 CONTRACTOR acknowledges and agrees that CONTRACTOR 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:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

3.10 CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank

system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference.

A fixed lump sum price represents the CONTRACTOR'S base bid plus the optional portion of the Project/Service, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.

Any hourly rate quoted shall be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within this scope of service, shall be considered part of overhead and shall be included in the CONTRACTOR's hourly labor rate. At no time shall there be a charge less than \$25.00 showing on an invoice.

In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manger shall be required. The cost of the rental shall be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment shall be included with the invoice. The Contactor shall be allowed to assess a percentage of up to fifteen (15) percent over the cost of the rental. A copy of the rental invoice to the CONTRACTOR shall accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

The Contractor shall submit an original invoice to the County's Project Manager after each service has been completed. Submittal of these invoices shall not exceed ten (10) calendar days beyond the date the service was completed. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items or service. All invoices shall be accompanied by the PDF documentation required in the record keeping portion of this scope of services. The pricing section shall include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. The invoice shall also include the price of the part to the Contractor, the percentage of markup, the total percentage markup cost, and the total of the part. The example below shall be included on all invoices from the Contractor to include any from a subcontractor:

Widget	= 25.00
10 % markup	= 2.50
Total Part cost	= 27.50
Labor hours	= 2
Hour rate	= 20.00
Total labor cost	= 40.00

Total invoice = 67.50

A job ticket shall accompany the invoice. This ticket shall show the:

- Date
- Location time
- Complete description of service
- Parts used

4.2 CONTRACTOR shall submit progress invoice no later than the tenth (10th) of each month to Facilities and Fleet Management Department, 32400 C.R. 473, Leesburg, Florida 34788. All invoices shall contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. If parts/materials are used as part of the project/service, the invoice shall be accompanied with a copy of the invoice to the Contractor from their supplier. A service ticket shall be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts/materials (if any) installed. The Contractor shall also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. Final invoices shall include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

Project/Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when all Project/Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments shall be at the sole discretion of the COUNTY.

Project/Service Greater than \$25,000: The Contractor may receive periodic payments on a thirty (30) day interval for Project/Service tasks completed during that period by the Contractor and approved by the County's Project Manager. Retention of funds shall be held in accordance with Florida Prompt Payment Act. In order for the County to provide payment, the Contractor shall submit a fully documented invoice that provides the basic information set forth below.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or

disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Project/Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project/Service, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

6.2 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall be immediately discharged from the Project/Service and shall

not again be employed on the Project/Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project/Service as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project/Service activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

E. The CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Project/Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Project/Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Project/Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. If required by Lake County for a project and/or service, the Contractor shall provide Lake County's Project Manager (the person managing the specific project and/or service from the Facilities & Fleet Management Department) with all requested documentation for all personnel, subcontractors, and representatives of the Contractor that will be utilized for the project and/or service. Documentation shall be provided within 5 working days of request and shall be submitted electronically in pdf format. This information shall also be provided when new personnel, subcontractors, and representatives of the Contractor are hired at any time during the contract period for the project and/or service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below shall be supplied in (1) one PDF attachment that shall be titled with the Company's name, the person's name, and the person's birthdate. Example: ACME Plumbing - John H. Smith - 10/10/96.

- a. The documentation shall include the following:
 - i. Full name
 - ii. Address
 - iii. Email address
 - iv. Telephone number
 - v. Copy of driver's license/state of Florida identification card/valid passport/valid work visa
 - vi. A current, clear, color photo (head shot) taken with a plain background.

- vii. Building name(s) and address(s) of the facilities where the individual will be working
 - viii. Any additional information that may be requested by the Sheriff's Department
- b. When advised by the County's Project Manager the Contractor's personnel, subcontractors, and representatives shall be required to complete an online training class that includes testing in order to have access to some secure areas of County facilities. Finger printing may also be required and shall be performed by the Lake County Sheriff's Office at no expense to the Contractor.
- c. **BACKGROUND CHECK**
 - i. Background checks shall be performed by the Lake County Sheriff's Office at no expense to the Contractor.
 - ii. The Lake County Sheriff's Office shall have the ultimate decision making authority as to the approval or denial of all personnel, subcontractors, and representatives of the Contractor.
 - iii. The County's Project Manager shall notify the Contractor electronically of approved and/or denied background checks. Reasons for denials will not be provided.
- d. **IDENTIFICATION BADGING / PROXIMITY CARDS / KEYS**
 - i. The Contractor's personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.
 - ii. All approved personnel, subcontractors, and representatives of the Contractor shall be issued identification badge(s) and shall be required to wear them at all times while on Lake County property. At no time shall personnel, subcontractors, and representatives of the Contractor be allowed to work on Lake County property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a Contractor identification badge.
 - iii. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the Contractor.
 - iv. The Facilities Maintenance Division Manager shall notify the Contractor by email that identification badges, proximity cards, and/or keys are ready for pickup, and shall have the contractor complete a release form(s) and then distribute them to the Contractor for disbursement to their personnel, subcontractors, and representatives. The County's Project Manager shall be copied on the email.
- e. **LOST/STOLEN/DAMAGED IDENTIFICATION BADGES / PROXIMITY CARDS / KEYS**
 - i. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the Contractor shall immediately email the Facilities Maintenance Division Manager and the County's Project Manager.
 - ii. Personnel, subcontractors, and representatives of the Contractor shall be temporarily substituted by the Contractor with a suitable replacement until the Contractor has obtained a new identification badge/proximity card.
 - iii. The Contractor shall be assessed a \$25.00 fee for each lost, stolen, or damaged card and/or key in order to reimburse costs incurred by Lake County. All fees due shall be deducted from the Contractor's next invoice.
- f. **REPORTS**

The Contractor shall provide an initial report within 30 business days of the start date and then a quarterly report in January, April, July, and October for all employees currently being utilized for projects and/or services for Lake County. All additions and/or changes

shall be highlighted in yellow. The County's Project Manager will provide a standardized excel form at contract initiation that shall be used. Reports shall be provided for the duration of the project and/or service. The report shall be delivered electronically in PDF format to the Lake County Sheriff's Department Representative, the Facilities Maintenance Division Manager, and the County's Project Manager. Reports shall include the following information:

- i. Individuals name, birthdate, and driver's license number
 - ii. Identification badge/proximity card number
 - iii. All facilities where the employee works
 - iv. All facilities accessible by proximity card or key
 - v. The date the identification badge/proximity card was issued
 - vi. Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage
 - vii. The date that the individual left employment of the contractor and the identification badge/proximity card was returned
- g. **WORKER DISMISSAL / LEAVE REPORTING**
- i. The Contractor shall immediately email the Facilities Maintenance Division Manager and the County's Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and/or representatives of the Contractor that are utilized for projects and/or services for Lake County.
 - ii. The Contractor shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within 3 working days of dismissal or leave.
- f. **PROJECT / SERVICE COMPLETION**
- i. At the completion of the project and/or service the Contractor shall, within 3 business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.
 - ii. The Contractor shall be assessed a \$25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by Lake County. All fees due shall be deducted from the Contractor's final invoice.

6.4 Subcontractors.

A. In the event that the CONTRACTOR needs to hire a subcontractor to complete the work being assigned, prior approval from the Project Manger shall be required. The cost of the subcontractor shall be indicated on the estimate and the invoice. The Contactor shall be allowed to assess a percentage of up to fifteen (15) percent above the actual cost of the subcontractor. A copy of the subcontractors invoice to the CONTRACTOR shall accompany the invoice being submitted to the COUNTY. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Project/Service schedule and applicable sub-schedules.

E. The CONTRACTOR shall include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT (provided at the end of this document). The invoice will not be processed without the form.

6.5 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents. 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.

6.6 Emergencies. If required by the Scope of Scopes, the CONTRACTOR shall have a responsible person available at, or reasonably near, the Project/Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list shall contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project/Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project/Service site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. The Contractor shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the specified work interfere with the regular operating hours of Lake County. The Contractor must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **PLEASE NOTE: If at any time the Contractor fails to clean up the work area to acceptable levels the County shall retain outside cleaning services and the actual costs for this service shall be deducted from the Contractor's final payment with the minimum cost of \$50.00 to offset County time for securing services to properly clean and inspect the site.**

H. CONTRACTOR shall confine all equipment, materials and operations to the Project/Service site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

I. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

6.8 Traffic Maintenance.

A. In the event that any of the work is conducted within any public right of way the CONTRACTOR shall be responsible for proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the work shall be as promulgated by the Florida Department of Transportation (F.D.O.T).

B. Maintenance of traffic shall be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S proposal price, and shall conform to F.D.O.T.'s most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2015 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2015 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2015 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2015 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from

F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: www.dot.state.fl.us/mapsandpublications.

C. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the F.D.O.T. and the F.H.W.A (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off duty police officer is needed, it shall be the responsibility of the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, to hire and pay for this service.

E. All lane closures shall have the prior approval of the COUNTY.

F. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.9 Underground Utilities. Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The COUNTY shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

6.10 General Inspection Requirements.

A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR'S inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual Project/Service.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or

examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

C. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project/Service attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.

F. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.11 Project/Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project/Service, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

6.12 Time for Completion and Extensions.

A. Purchase orders shall be issued for Project/Services to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Project/Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in Article 3.2 above.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.13 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project/Service. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

6.14 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have

waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.15 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall 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 under this Agreement may be tested/inspected for compliance with the specifications listed.

A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection shall be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project/Service is ready. The COUNTY shall notify the

CONTRACTOR if necessary of any deficiencies with the Project/Service, and the CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. Final Acceptance. When the Project/Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project/Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) re-inspection fee shall be applied for the third inspection and any required re-inspection thereafter. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under this Agreement has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Waiver of Claims. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Project/Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.16 Warranties. All warranties shall begin on the date of the COUNTY'S acceptance and shall last for a period of twelve (12) months unless otherwise specified in the scope of services, plans or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project/Service. The CONTRACTOR warrants to the COUNTY that any materials and equipment

furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. If sod is used as part of an individual Project/Service, it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the CONTRACTOR shall treat the affected areas. The process for treating these areas shall be approved by the COUNTY. If the sod does not meet any of the required specifications, the CONTRACTOR shall be responsible to replace it at no expense to the COUNTY. It shall be the responsibility of the CONTRACTOR to insure that the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. If the sod dies or does not become established the CONTRACTOR shall be responsible for the replacement at no cost to the COUNTY.

B. Correcting Defects Covered Under Warranty. The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.17 Liquidated Damages. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Project/Service continues. The Project/Service shall be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project/Service Amount

Daily Charge Per Calendar Day

\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000	\$ 91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

COUNTY shall retain from the compensation to be paid to CONTRACTOR the above described sum. Any CONTRACTOR that is in default for not completing the work within the time specified, at the option of the COUNTY, may not be permitted to perform work for the COUNTY until the Project/Service is complete and the liquidated damages sum is satisfied.

6.18 Sanitation. If the Project/Service does not involve interior work, the CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project/Service. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the COUNTY’S Project Manager’s approval. All such facilities shall be installed and maintained in accordance with applicable federal, state, and local laws.

6.19 Submittals and Equal Products.

A. Submittals of products required for the Project/Service assigned to the CONTRACTOR hereunder, shall be supplied to the COUNTY for pre-approval prior to the start of the work. These documents shall be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Project/Service 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. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated “No Substitute.”

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response shall be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the alternate 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 CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR’S response. To ensure that sufficient information is available, the CONTRACTOR shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.20 Fees. The following is a list of fees that may be assessed to the CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections or missed appointments. The fees, if any, shall be deducted from the final invoices.

i.	Missing scheduled appointments	\$ 70.00 each
ii.	Failure to respond to emergency calls	\$250.00 per day
iii.	Late to emergency calls	\$ 36.00 per hour
iv.	Inspected unacceptable workmanship	\$ 80.00 each inspection
v.	Failure to provide any and all required documentation or reports	\$ 75.00 per day
vi.	Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

The eighty dollar (\$80.00) fee shown above is a re-inspection fee for uncorrected workmanship. The fee shall be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project/Service, shall additionally be charged back to the CONTRACTOR.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) calendar day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.2 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

7.3 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR 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 CONTRACTOR under the terms and provisions of the Agreement. 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.

Project/Services Greater than \$25,000: The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) 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

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

Combined Single Limit	\$1,000,000
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- (iii) 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.

- (iv) Employers Liability with the following minimum limits and coverage:

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

- (v) 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.



Project/Service \$25,000 and Under: The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

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

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

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

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

- (iii) 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.

- (iv) Employers Liability insurance with the following minimum limits and coverage:

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

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

- (vi) 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: \$ _____

B. 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 all applicable policies.

C. 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 required insurance.

D. Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

E. Certificate 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 by the COUNTY.

F. 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

G. 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 CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. 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 CONTRACTOR and/or subcontractor providing such insurance.

I. The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.

J. 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.

K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.4 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and

harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

7.5 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

While the COUNTY has listed all major items 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 Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

7.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

7.12 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work 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) calendar days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

7.13 Public Records.

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

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR 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 CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the 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 subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

7.15 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

7.16 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement 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.

7.17 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, if the Project/Service is to be completed within COUNTY facilities, CONTRACTOR shall be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, leasees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

7.18 Risk of Loss. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR 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 otherwise, of the CONTRACTOR or a third party.

7.19 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement 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 this Agreement.

8.7 During the term of this Agreement CONTRACTOR assures COUNTY 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 CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. 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.

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

8.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR 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.

8.13 The CONTRACTOR 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.

8.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800
Fax: 352-343-5618

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

8.16 If at any time the Contractor is supplied by the County or produces building drawings/documentation for construction or any other purpose, the Contractor shall not be allowed to share, distribute, display, or in any other way transmit a copy of these plans without the consent of the County. If there is a need to allow another individual to view the plans, a written request (email is allowed) shall be submitted to the County's Project Manager. A written response (email is allowed) from the County shall be obtained before the plans can be released for viewing.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement contains the following Attachments, all of which are incorporated herein:

Attachment A	Scope of Services
Attachment B	Addendum(s)
Attachment C	Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

By: _____

Printed Name: _____

Name of Company, Corp, etc.

License #: _____

COUNTY

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean Parks
Chairman

This ____ day of _____, 20__.

Approved as to form and legality:

Melanie Marsh
County Attorney



LAKE COUNTY
FLORIDA

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
TO BE SUBMITTED WITH ALL FINAL PAYMENT
APPLICATIONS

STATE OF FLORIDA - COUNTY OF LAKE

I, _____, the undersigned authority (hereafter "Affiant") says of his or her personal knowledge the following:

1. Affiant is the (Title)_____ of (Business Name)

_____ which does business in the State of Florida, hereinafter called the "Contractor."

2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by the Contractor for the purposes of obtaining a final payment from the Owner in the amount of \$_____.

4. All work to be performed under the contract has been fully completed, and all contractors, subcontractors, and material suppliers under the contract have been paid in full without exception.

Signed and delivered this _____ day of _____, 20_____.

BY:

Name of Contractor's Business

Affiant

Title of Affiant

ATTACHMENT A: SCOPE OF SERVICES

{Plans and Specifications Included on Attached CD}

ATTACHMENT B: ADDENDUM

ATTACHMENT C: PRICING