LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: February 2, 2017	2. Contract No.: 15-0404 Effective Date: February 2, 2015
3. Contracting Officer: Sandra Rogers, CPPB Telephone Number: (352) 343-9832	5. Contractor Name and Address: CJ's Sales and Services of Ocala, Inc. 132 NE 17th Place Ocala, Florida 34470 Attn: Dudley Hargrove
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: **Contract modification to extend for one (1) year expiring February 1, 2018.**	
8. Contractor's Signature **REQUIRED** Name: [signature] Title: C.O.O Date: 11-23-16	9. Lake County, Florida By: Sandra Rogers Senior Contracting Officer 11-30-2016 Date
10. Distribution: Original - Bid No. 15-0404 Copies - Contractor Contracting Officer	

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: January 5, 2016	2. Contract No.: 15-0404 Effective Date: February 2, 2015
3. Contracting Officer: Sandra Rogers, CPPB Telephone Number: (352) 343-9832	5. Contractor Name and Address: CJ's Sales and Services of Ocala, Inc. 132 NE 17th Place Ocala, Florida 34470 Attn: Dudley Hargrove
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

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

7. DESCRIPTION OF MODIFICATION:
Contract modification to make the following changes:

Contract Modification # 1 dated October 1, 2015, change language to: Two (2) 100KW portable generators being added to the contract. Each generator shall have two preventative maintenance visits per year at a cost of $680.00 per unit. These units will be stored at Road Operations when they are not in use.

Changes name on Generator Location list from Probation to Public Defenders Office.

Remove generators under contract at the following locations:
Traffic Operations, 30 KW Onan 30DEC-4R8/5112B serial number 115C854122
Landfill Leachate, 60 KW Kohler 60R0ZJ71 serial number 351960
Maintenance Area 3, Military Standards 4A084-3
Public Records Center, 400 KW Katolight D400FJX4T3 31629

See Revised Generator Location list attached.

8. Contractor's Signature **REQUIRED** Signature: _____ Title: President Date: 1-8-15	9. Lake County, Florida By: Sandra Rogers Senior Contracting Officer 01-12-16 Date

10. Distribution:
Original - Bid No. 15-0404
Copies - Contractor
Contracting Officer
Depts.: Facilities

Lake County Generator Location Information

Location	Address	Closest Town	Zip code	KW	Manufacture	Model	Serial	Year
CEP 2009	435 W. Alfred St.	Tavares	32778	1000	Cummins	CQFAD-7529047	L080225915	2011
CEP 2009	435 W. Alfred St.	Tavares	32778	1000	Cummins	CQFAD-7529047	L080225916	2011
ECOC	425 W. Alfred St.	Tavares	32778		Cummins	DQCC-1208790	G120368580	
JC	550 W. Main St	Tavares	32778	250	Onan	250DFBE	G910404211	
CAB	315 W. Main St (Bldg A)	Tavares	32778	285	Caterpillar	SR-4	250BH1013	**
Detention Center	551 W. Main St	Tavares	32778	1250	Cummins	1250DFL39042G	L900361811	
Prelude	551 W. Main St	Tavares	32778	250	Kholer	250R0ZD71	269769	**
Sheriff Admin	360 Ruby St	Tavares	32778	400	Caterpillar	SR-4	9FF01495	
320 Building	320 W Main St	Tavares	32778	437.5	Cummins	DFEG-7539858	L080227272	2009
Public Defender's Office	518 W. Main St.	Tavares	32778	150	Fremont	MB 15	52-150-050	1962
Road Operations	12835 County Landfill Rd	Tavares	32778	60	Power Tech	PTS-60-3BW	JTM00DHF2260	**
Animal Control	28123 County Rd 561	Tavares	32778	150	Generac	QT15068AVAC	7276271	2012
Cagans Crossing Library	16729 Cagan Oaks	Clermont	34714	150	Kohler	150REOZJD	2158768	2009
Sheriff South Sub	15855 SR 50	Clermont	34711	200	Onsite		317316-1-0110	2010
FS 10	23023 SR 40	Astor	32102	60	Power Tech	PTS-60KW	JTMOODEF1863	**
FS 13	25250 CR 42	Paisley	32767	125	Baldor	IDLC125-3JU	P1002170003	
FS 15	40601 Palm Dr	Pine Lakes	32736	45	Power Tech	PTS-45KW	KZM90DDF1682	**
FS 21	25100 County Rd 44A	Eustis	32736	45	Power Tech	PTS-45KW	KZM90DDF1683	**
FS 27	19212 SR 44	Eustis	32736		Generac		12735510100	
FS 39	38816 Carroll St	Umatilla	32784	45	Power Tech	PTS-45KW	KZM90DDF1657	**
FS 52	306 W. Hermosa St	Lady Lake	32159	45	Power Tech	PTS-45KW	KZM90DDF1684	**
FS 54	6200 Lake Griffin Rd	Lady Lake	32159		Baldor		IDLC50-G2	
FS 71	11305 Park Av	Leesburg	34788	45	Power Tech		KXM704KLZ	
FS 72	12340 County Rd 44	Leesburg	34788	45	Power Tech	PTS-45KW	KZM90DDF1681	**
FS 76	8819 County Rd 48	Yalaha	34797	45	Power Tech	PTS-45KW	KZM90DDF1680	**
FS 77	13431 Ohio Street	Astatula	34705		Power Tech		KZM704KLZ	
FS 78	16345 CR 448	Mt Dora	32757	135	Generac	9110930100	9110930100	**
FS 109	11630 Lakeshore Dr	Clermont	34711	45	Power Tech	PTS-45KW	KZM90DDF1679	**
FS112	16240 County Rd 474	Clermont	34714	60	Power Tech	PTS-60KW	JTMOODEF1862	**
Umatilla Health	249 Collins	Umatilla	34784	75	Detroit Diesel	75PJS6DT3	152189-1007	2008
Landfill Office	13130 County Landfill Rd	Tavares	32778	60	Cummings	DSHAF-5955901	L070135299	2007
Astatula Fuel Site	12835 County Landfill Rd	Tavares	32778	60	Fermont	MB 17	N6165000-081-2034	1963
Portable generator (Stored at Road Operations when not in use)				100				
Portable generator (Stored at Road Operations when not in use)				100				

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: October 1, 2015	2. Contract No.: 15-0404 Effective Date: February 1, 2015
3. Contracting Officer: Sandra Rogers Telephone Number: (352) 343-9832	5. Contractor Name and Address: CJ's Sales and Services of Ocala, Inc. 132 NE 17th Place Ocala, Florida 34470 Attn: Dudley Hargrove
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

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

7. DESCRIPTION OF MODIFICATION:

Contract modification to add the following portable generators:
Traffic 100KW Portable, two preventative maintenance visits per year for a total cost of $658.00.
Maintenance 100KW Portable, two preventative maintenance visits per year for a total cost of $658.00.

8. Contractor's Signature **REQUIRED** Signature: _____ Title: President Date: 10/7/15	9. Lake County, Florida By: Sandra Rogers Contracting Officer 10-15-15 Date

10. Distribution:
Original - Bid No. 15-0404
Copies - Contractor
Contracting Officer
Depts.: Facilities

LAKE COUNTY
FLORIDA

CONTRACT NO. 15-0404

for **Generator Repair and Maintenance Services**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **CJ's Sales and Service of Ocala, Inc.** (hereinafter "Contractor") to supply **Generator Repair and Maintenance Services** to the County pursuant to County Bid number **15-0404** (hereinafter "Bid") Addendum # 1 dated **October 14, 2014**, Addendum # 2 dated **October 17, 2014**, opening dated **October 22, 2014** and Contractor's **October 21, 2014** Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **February 2, 2015** through **February 1, 2017** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for three (3) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: 01-27-15

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

LAKE COUNTY
FLORIDA

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

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

ADDENDUM NO. 2
Date: October 17, 2014
RFP No. 15-0404
RFP Title: Generator Repair and Maintenance Services

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

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Request for Proposal.

Questions/Answers:

Generator Section

Question 1: Check air flow, vents, fans, and filters for cleanliness and proper operation. Are there any filters in the generator ends that are serviceable?
Answer 1: To the best of my knowledge there are none. They can make a site visit if they wish to inspect.

Question 2: Check and record all voltages and currents for input and output. We would like clarification that outputs is just the stator output voltages and amperages also to be stator Ph 1-2-3, we are not aware of voltage input into a generator or amperage or is the intention to record voltage regulator input and ac draw, field draw?
Answer 2: The main purpose is for stator voltage and amperage and related items. We do want to insure that the voltages needed for the battery charging system and the voltage uses to sense if there is a power outage is correct.

Question 3: Check DC voltage and current for both input and output. The only DC voltage that can be measured on a generator end is coming out of the regulator into the field, this would be an input, what would be the request to check output.
Answer 3: Any output voltage to the batteries. We want to insure that the battery charging systems are working properly.

Question 4: Contactors (if any) shall be inspected and cleaned. Is this an item that is to be only under the transfer switch section? We have no history of contactors being on a generator end
Answer 4: Any contactors that are part of the system.

Question 5: All firmware (if any) upgrades shall be updated with the latest operational enhancements. Is this for an actual controller item? If a manufacturer has a revision such as Cummins Power System they do not provide this at no cost and these are proprietary systems the same as Kohler's 550 series and Caterpillars 3.2 EMCP and newer which means that only the factory OEM can perform these services.
Answer 5: Any costs for this shall be part of the overall bid.

Question 6: The loads shall be evaluated to insure that they are properly balanced and the results recorded. The building load shall be permitted to serve as part or all of the load, supplemented by a load bank of sufficient size to provide a load equal to 100% of the nameplate kW rating of the generator, less applicable de-rating factors for site conditions.
This section is a bit more complex, regarding the balance an imbalance of 10 % or more is a concern but some manufacturers will not provide specific specs on this, second the balance should have been a function of the electrical design? Not specifying what would be a baseline for evaluating can leave much room for subjective interpretation.

As a side note we would just quote a 100% load bank because again this is a very subjective parameter to use bldg. load as a supplement for the load bank, bldg. load may vary somewhat based on different seasons, we do not see where its mentioned to test under load using the transfer switch during afterhours but from experience we have found that many facilities that are either processing data or having special services would welcome someone testing their ATS during the normal work hours and potentially interfering in their operations so it would be critical to know if an ATS can be tested at any time.
Answer 6: The load test shall be an 80% resistive load bank test.

Question 7: A fuel quality test shall be performed at each inspection. There is no specific requirement or specifications associated with this item, there are many levels of diesel fuel testing and this would also drive the cost.
Answer 7: Meet ASTM standards

Transfer Switch Section

Question 8: Verify contacts are not pitted and/or burnt. In order to gain access to this area of the transfer switch (ATS) will the end user allow the power to be de-energized?
Answer 8: No

Question 9: Replacement of contacts when required. Is this cost to be submitted as part of the PMI?
Answer 9: Yes

Question 10: The Contractor shall supply two (2) sets of instruction/operation manuals for all major components of each generator. Copies will be allowed. This information, as a minimum, shall contain the following:

a. A detailed explanation of the operation of the system
b. Instructions for routine maintenance
Detailed instructions for repair major components of the EPSS
c. An illustrated parts list with part numbers

d. Illustrated and schematic drawings of electrical wiring systems, including operating and safety devices, control panels, instrumentation, and annunciators

From looking at the equipment listed this is a very diverse list and many of these manuals are out of print. This entire section appears to add an unrealistic burden on any company with the exception of one that has already gathered all of them.

Answer 10: See Addendum # 1.

Firm Name: CJ's Sales and Service of Ocala, Inc Date: 10/21/14

Signature: _____ Title: President

Typed/Printed Name: Dudley Hargrove

LAKE COUNTY
FLORIDA

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

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

ADDENDUM NO. 1
Date: October 14, 2014
RFP No. 15-0404
RFP Title: Generator Repair and Maintenance Services

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

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Request for Proposal. The information provided herein summarizes discussions at the pre-proposal conference. Attendees of that meeting are noted on the County website for this solicitation. The pre-proposal conference commended with a general review of the RFP. No changes other than the information noted in this addendum constitute a change to the RFP.

General Discussion:
The contents of the Request for Proposal (RFP) were summarized with specific notice provided in regards to the following matters:

- Proposal due date and time is October 22, 2014, 3:00 PM.
- Any questions regarding this solicitation shall be emailed to the Designated Procurement Representative as noted in Section 1.2
- Award of a contract will be made as stated in Section 1.3, Method of Award.
- A site visit for all was recommended after this meeting for locations # 1, 2, 3, 4, 5, 6, 7, 8 and 9, and all present vendors attended.

Additional Information:
The following are locations that have multiple transfer switches:

- Courthouse (new) - 3 transfers
- ECOC - 2 transfers
- Historical Courthouse - 2 transfers.

Changes to original solicitation:
Change # 1: Hourly Rate (Section 1.19, Section 4 (pricing section), Section 5 (Facilities Management Additional Terms and Conditions), # 4, Hourly Rate:
Hourly rates for the first hour shall be as stated within the contract. Any time over the first hour shall be charged in quarter hour increments.

Change # 2: Operation Manuals: As stated in the Statement of work, the contractor shall supply two (2) sets of instructions/operation manuals for all major components of each generator. Vendor shall provide the pricing for this information with the contractor's response in Tab 8, Completed Pricing Back-Up Section. The County may choose not to purchase some or all of the manuals. The prices quoted shall not be used in the overall evaluation of the RFP.

Question/Answer:
Question 1: Are any units high voltage?
Answer 1: All units are 480 or below.

Firm Name: CJ's Sales and Service of Ocala, Inc. Date: 10/14/14

Signature: _____ Title: President

Typed/Printed Name: Dudley Hargrove

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Generator Repair and Maintenance Services

RFP Number:	15-0404	**Contracting Officer:**	Sandra Rogers
Proposal Due Date:	October 22, 2014	**Pre-Proposal Conference Date:**	See Section 1.4 and 1.4.1
Proposal Due Time:	3:00 PM	**RFP Issue Date:**	September 26, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.15
Indemnification/Insurance:	See Section 1.7
Pre-Proposal Conference/Walk-Thru:	See Section 1.4 and 1.4.1

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 select qualified vendors to provide full maintenance and repair services to the electrical portion of Lake County's Generators. This shall take place at locations throughout Lake County in conjunction with the County's needs to ensure that these systems are operational 24 hours a day, 7 days a week.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

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

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

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

Section 1.3: Method of Award – Considering Qualifications and Pricing

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

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visits (Recommended)

A pre-proposal conference will be held on Wednesday, October 8, 2014 at 10:00 AM at 315 W. Main Street, Room 441, Tavares, Florida 34748 to discuss the special conditions and

specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.4.1: Examination of Site (Recommended)

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and 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 advised to examine carefully the drawings and specifications and to become 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 – Twenty-Four (24) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twenty-four (24) 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 Three (3) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for three (3) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov), Wage, Earnings and Benefits Calculator. 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: Insurance

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

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

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

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

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

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

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

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.8: Bonding Requirements

Not applicable to this solicitation

Section 1.9: Completion/Delivery

As specified in Statement of Work

Section 1.10: Acceptance of Goods or Services

As specified in Statement of Work

Section 1.11: Warranty

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of eighteen (18) months after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full eighteen (18) month period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within three (3) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor 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 vendor, in writing, that the vendor 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 three (3) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

Section 1.12: Materials Shall be New and Warranted Against Defects

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

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response
Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

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

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

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

LAKE COUNTY PROCUREMENT SERVICES

315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

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

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

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

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

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

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

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

A. Economy of Presentation

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

B. Proposal Guidelines

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

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be

single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

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

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

C. Proposals shall be organized into the following major sections:

Tab 1 - Proposer Profile & Required Information

A. Statement of Interest & Understanding of Project

B. Firm Profile / Firm History

C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

- Years of experience within the area of specialty.
- Length of and type of service with firm.
- Education and formal training, including certifications.

D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.

B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

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

Tab 4 - References

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

Tab 5 - Litigation

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

Tab 6 - Subcontractors / Joint Ventures

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

Tab 7 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 8 - Completed Pricing Back-up Section

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

Tab 9 - Financial Stability

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

Tab 10 - Other Information

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

Section 1.14: Additional Facilities May be Added

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

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

Section 1.15: Certificate of Competency/Licensure, Permits, and Fees

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

Section 1.16: Competency of Vendors and Associated Subcontractors

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

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

Section 1.17: Deletion of Facilities

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

Section 1.18: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.19: Hourly Rate

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

Section 1.20: 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 1.21: 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 1.22: 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 1.23: Service Facilities Shall be Provided in Central Florida by the Vendor

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

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

Section 1.24: Special Notice to Vendors Regarding Federal and/or State Requirements

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

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

SCOPE OF SERVICES

General Specifications

Lake County is seeking qualified companies to provide repair services, to include emergency service, preventive maintenance, semiannual testing/inspections to generators operated by Lake County. The company selected shall have properly trained personnel who are capable of testing, maintaining, and repairing the electric generation portion of all generators within the County, and shall have the capability of servicing all brands of generators, and all transfer switches that are in association with each generator. The Contractor shall be onsite within four (4) hours of being notified by the County of a problem, including weekends and holidays, seven (7) days per week. Contractor shall also be available twenty-four (24) hours a day for telephone technical support.

1. All pricing shall include, but not be limited to, all travel, labor, and or delivery charges to any of the Facilities covered hereunder, and cost of a technician's diagnostic time. Lake County does not pay for travel to or from the site, therefore, the vendor shall consider this when providing a cost on the pricing page.
2. Repair estimates shall be given to, and approved by, the County before repairs are started. The cost estimate shall be based on the cost for the technician's time and for the cost of the part(s). The cost of the parts shall be based on the actual cost of the part to the Contractor plus the markup as given on the cost sheet.
3. When there is a charge by the Contractor for parts or materials, the Contractor shall be allowed to add their markup percentage to the cost that they have been charged. A copy of the invoice from the supplier to the vendor Contractor showing the cost of the parts or materials shall be attached to the invoice submitted to the County.
4. The Contractor shall supply a copy of the invoice showing the purchase of all parts that are used for any repairs. This invoice shall show the supplier's name, the date, and the part number(s).

Technical Specifications

1. The vendor shall be responsible for all electrical portions of the generator such as, but not limited to, electrical controls, displays/alarms, remote annunciator panels, transfer switch, power generation system, and the controls for the automatic starting system.

2. All inspections shall comply with the most current requirements of the NFPA, ISO, AHCA, ASTM, Federal, State, and local jurisdictions.

3. The County shall be responsible to perform all maintenance and repairs to the engine portion of the generators. This would include the fuel pumping system, engine, and batteries. If at any time the Contractor notices an issue with one of these components, Contractor shall notify the County immediately if the problem is critical to the operation of the unit. If the problem is not critical, the Contractor shall note the problem on the report that is to be submitted to the County.

4. The Contractor shall consult the manufacturer's maintenance requirements when conducting a semiannual maintenance inspection. The following shall be considered as the minimum requirements in conjunction with the manufacturer's requirements:

Generator

- Visual check of cabinet, insulation, and overheating evidence of damage.
- Check air flow, vents, fans, and filters for cleanliness and proper operation.
- Check and record all voltages and currents for input and output.
- Check DC voltage and current for both input and output.
- Verify condition of all fuses.
- All wiring connections shall be checked to insure that they have not loosened. This can be done with the use of a thermal-imaging unit.
- All capacitors shall be tested to insure that they are within the manufacturer's specifications.
- Contactors (if any) shall be inspected and cleaned.
- All firmware (if any) upgrades shall be updated with the latest operational enhancements.
- The loads shall be evaluated to insure that they are properly balanced and the results recorded. The building load shall be permitted to serve as part or all of the load, supplemented by a load bank of sufficient size to provide a load equal to 100% of the nameplate kW rating of the generator, less applicable de-rating factors for site conditions.
- Any calibration shall be completed as needed and shall be included in the cost of the inspection.
- A fuel quality test shall be performed at each inspection.

Transfer Switch

Transfer switches shall be subjected to a maintenance and testing program that includes all of the following operations:

- Verify contacts are not pitted and/or burnt.
- Checking of connections.
- Inspection or testing for evidence of overheating and excessive.
- Contact erosion.

- Removal of dust and dirt.
- Replacement of contacts when required.

5. A maintenance record book shall be supplied by the Contractor. Technicians shall maintain this record book on site. Essential information in this book includes manufacturer's manuals, wiring diagrams, operating procedures, maintenance schedules and records. Additional information shall include equipment settings and adjustments required for normal operation, meter readings, repairs, and parts used. The book shall become property of the County.

6. The Contractor shall supply two (2) sets of instruction/operation manuals for all major components of each generator. Copies will be allowed. This information, as a minimum, shall contain the following:

   a. A detailed explanation of the operation of the system
   b. Instructions for routine maintenance
      Detailed instructions for repair major components of the EPSS
   c. An illustrated parts list with part numbers
   d. Illustrated and schematic drawings of electrical wiring systems, including operating and safety devices, control panels, instrumentation, and annunciators

7. The Contractor shall provide a list of replacement parts identified by experience or as suggested by the manufacturer as high mortality items. These parts shall be maintained in a secure location(s) on the premises. A report shall be generated by the Contractor after the inspection of each generator. This report shall be provided to the County via e-mail. Any components that do not meet specifications shall be noted for replacement. A breakdown of the part name, part number, reason for replacement, and cost of replacement shall be included with the report. All charges associated with repairs shall comply with the costs as shown on the pricing page.
8. For normal service calls the Contractor shall respond within twenty-four (24) hours. The Contractor shall have the resources to respond to emergency calls within four (4) hours of notification.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

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

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

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

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

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

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

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

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

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

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

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

B. Public Entity Crimes

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

C. Request for Additional Information

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

D. Contents of Solicitation and Proposers' Responsibilities

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

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

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

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

G. Conflicts within the Solicitation

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

H. Prompt Payment Terms

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

3.3 PREPARATION OF PROPOSALS

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

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

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

BE CAUSE TO REJECT THE PROPOSAL.

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

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

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

3.4 COLLUSION

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

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3.7 INCURRED EXPENSES

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

3.8 COUNTY IS TAX-EXEMPT

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

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

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

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

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

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

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

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

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

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

3.12 GENERAL CONTRACT CONDITIONS

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

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

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

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

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

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

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

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

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

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

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

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

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

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

RFP TITLE: Generator Repair and Maintenance Services

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

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

Addendum #1, Dated: 10/14/14

Addendum #2, Dated: 10/17/14

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

PRICING SECTION

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposal.

See Attachment 4 for generator location and information.

Semiannual maintenance inspection to include all costs and travel expenses for the following sites per specifications and conditions:

Location #	Location	Cost for Each Semiannual Inspection	Quantity Per Year	Total Annual Cost for Each Facility Noted
1	CEP 2009	$329.00	2	$658.00
2	CEP 2009	$329.00	2	$658.00
3	ECOC	$329.00	2	$658.00
4	Judicial Center	$329.00	2	$658.00
5	CAB	$329.00	2	$658.00
6	Detention Center	$329.00	2	$658.00
7	Prelude	$329.00	2	$658.00
8	Sheriff Admin	$329.00	2	$658.00
9	320 Building	$329.00	2	$658.00
10	Probation Office	$329.00	2	$658.00
11	Public Records Center	$329.00	2	$658.00
12	Road Operations	$329.00	2	$658.00
13	Animal Control	$329.00	2	$658.00
14	Traffic Operations	$329.00	2	$658.00
15	Cagans Crossing Library	$329.00	2	$658.00
16	Sheriff South Sub	$329.00	2	$658.00
17	FS 10	$329.00	2	$658.00
18	FS 13	$329.00	2	$658.00
19	FS 15	$329.00	2	$658.00
20	FS 21	$329.00	2	$658.00
21	FS 27	$329.00	2	$658.00
22	FS 39	$329.00	2	$658.00
23	FS 52	$329.00	2	$658.00
24	FS 54	$329.00	2	$658.00
25	FS 71	$329.00	2	$658.00
26	FS 72	$329.00	2	$658.00
27	FS 76	$329.00	2	$658.00

C.J.'s Power Systems
SALES AND SERVICE

RFP Number: 15-0404
Lake County – Generator Repair and Maintenance Services

Completed Pricing Back-up Section

Operation Manuals	$350.00 per set of two (2)

Inspection Pricing:

Fuel Testing	$50.00
Inspection	$119.00
Load Bank	$160.00

132 NE 17th Place ♦ Ocala, Florida 34470
Toll Free (800) 877-1260
Phone (352) 732-0271 ♦ Fax (352) 732-0606
www.cjsalesandservice.com

28	FS 77	$329.00	2	$658.00
29	FS 78	$329.00	2	$658.00
30	FS 109	$329.00	2	$658.00
31	FS 112	$329.00	2	$658.00
32	Umatilla Health	$329.00	2	$658.00
33	Landfill Office	$329.00	2	$658.00
34	Landfill Leachate	$329.00	2	$658.00
35	Maintenance Area 3	$329.00	2	$658.00
36	Astatula Fuel Site	$329.00	2	$658.00
Total annual cost for yearly PM for above locations				$23,688.00

HOURLY RATES FOR REPAIR	
Lead worker - regular business hours (8am to 5pm) - Cost per hour	$ 90.00
Helper - regular business hours (8am to 5pm) - Cost per hour	$ 70.00
Lead worker - after regular business hours - cost per hour	$ 135.00
Helper - after regular business hours - cost per hour	$ 105.00
Materials to be supplied at actual cost plus Contractor's mark-up percentage	20 %

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): Ocala, Marion County
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: CJ's Sales and Service of Ocala, Inc.

Street Address: 132 NE 17th Place Ocala, FL 34470

Mailing Address (if different):

Telephone No.: 352-732-0271 Fax No.: 352-732-0606 E-mail: service@cjspower.com

FEIN No. 59-2488285 Prompt Payment Terms: ____ % ____ days, net ____

Signature: Date: 10/21/14

Print Name: Dudley Hargrove Title: President

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

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

Vendor awarded as:

☒ Sole vendor ☐ Pre-qualified pool vendor based on price

☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items:

☐ Secondary vendor for items: ☐ Other status:

Signature of authorized County official: Sandra Rogers Date: 01/27/2015

Printed name: Sandra Rogers Title: Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References
Attachment 2: Vendor Profile Form
Attachment 3: Similar Projects Form
Attachment 4: Generator Location Information
Attachment 5: Facilities Management Additional Terms and Conditions

WORK REFERENCES

Agency	Toho Water Authority
Address	951 Martin Luther King Blvd
City,State,ZIP	Kissimmee, FL 34741
Contact Person	Adana Lumsden
Telephone	407-944-5181
Date(s) of Service	2011- Present
Type of Service	Generator Maintenance and Repairs
Comments:	

Agency	City of Winter Park
Address	401 Park Avenue South
City,State,ZIP	Winter Park, FL 32789
Contact Person	Lon Katschor
Telephone	407-599-3315
Date(s) of Service	2000- Present
Type of Service	Generator Maintenance and Repair
Comments:	

Agency	City of Eustis
Address	P.O. Box 68
City,State,ZIP	Eustis, FL 32727
Contact Person	Greg Dobbins
Telephone	352-357-5618
Date(s) of Service	2010- Present
Type of Service	Generator Maintenance and Repair
Comments:	

WORK REFERENCES

Agency	Toho Water Authority
Address	951 Martin Luther King Blvd
City,State,ZIP	Kissimmee, FL 34741
Contact Person	Adana Lumsden
Telephone	407-944-5181
Date(s) of Service	2011- Present
Type of Service	Generator Maintenance and Repairs
Comments:	

Agency	City of Winter Park
Address	401 Park Avenue South
City,State,ZIP	Winter Park, FL 32789
Contact Person	Lon Katschor
Telephone	407-599-3315
Date(s) of Service	2000- Present
Type of Service	Generator Maintenance and Repair
Comments:	

Agency	City of Eustis
Address	P.O. Box 68
City,State,ZIP	Eustis, FL 32727
Contact Person	Greg Dobbins
Telephone	352-357-5618
Date(s) of Service	2010- Present
Type of Service	Generator Maintenance and Repair
Comments:	

VENDOR PROFILE FORM

1. Bidder Name & Address:
CJ's Sales and Service of Ocala, Inc
132 NE 17th Place
Ocala, FL 34470

1d. Licensed to do business in the State of Florida?
X Yes _____ No

1e. Name, Title & Telephone Number of Principal to Contact
Dudley Hargrove, President
352-732-0271

1a. FEIN #
59-2488285

1f. Address of office to perform work, if different from Item 1
N/A

1b. Year Firm was established 1971

1c. Are you a "Not for Profit" 501(c)(3) organization?
Yes _____ No X

If you answered yes, please provide proof.

2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.
Kevin Owensby
Randy Szurma
Shawn Berryman
Misty Perry

3. The foregoing is a statement of facts.

Signature: _____ Date: 10/17/14

Dudley Hargrove (Typed or Printed Name) President (Title)

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
City of Altamonte Springs 985 Keller Road, Altamonte Springs, FL 32701	John Gigliette Title: Lift Station & Collection Manager
Completion Date (Actual or Estimated) Current Project Cost: $ 60K	Telephone Number 407-571-8646

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Jeff Ouellette
Joel Maldonado
Shawn Berryman
Kevin Owensby

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Pasco County 7536 State St New Port Richey, FL 34654	Maynard Vickers Title: Maintenance Supervisor
Completion Date (Actual or Estimated) 10/2014 Project Cost: $ 278K	Telephone Number 352-586-3940

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Jeff Ouellette
Shawn Berryman
Joel Maldonando

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Lake County School Board 525 W Lanthe Street Tavares, FL 32778	Gary Fitzwater Title: Lead Maintenance Technician
Completion Date (Actual or Estimated) May 2015 Project Cost: $ 5k	Telephone Number 352-253-6735

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency Generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Shawn Berryman
Jeff Ouellette
Ron Ellsworth
Joel Maldonado

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
City of Winter Park 401 Park Ave S Winter Park, FL 32789	Lon Katschor Title: Chief Utility Maintenance
Completion Date (Actual or Estimated) Current Project Cost: $ 40k	Telephone Number 407-599-3448

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency Generator maintenance and repairs

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Jeff Ouellette
Shawn Berryman
Joel Maldonando
Kevin Owensby

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Toho Water Authority 951 Martin Luther King Blvd Kissimmee, FL 34741	Adana Lumsden Title:
Completion Date (Actual or Estimated) Current Project Cost: $ 40K	Telephone Number 407-944-5181

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency Generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Jeff Ouellette
Joel Maldonado
Shawn Berryman
Kevin Owensby

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
City of Clermont 685 W Montrose St Clermont, FL 34711	Jerrone McLaren Title: Collection Chief
Completion Date (Actual or Estimated) 7/2015 Project Cost: $ 23K	Telephone Number 352-241-0178

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Shawn Berryman
Rob Alcaraz
Joel Maldondano

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
Osceola County Public Schools 817 Bill Beck Blvd Kissimmee, FL 34744	Tom Salley Title: Maintenance Supervisor
Completion Date (Actual or Estimated) 3/2015 Project Cost: $_____	Telephone Number 407-935-3740

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Shawn Berryman
Joel Maldondano
Ron Ellsworth

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
City of Gainesville PO Box 490 Station 32 Gainesville, FL 32602	Ken Oilvier Title: Maintenance Supervisor
Completion Date (Actual or Estimated) 2016 Project Cost: $ 6K	Telephone Number 352-339-5774

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Shawn Berryman
Jeff Ouellette
Ron Ellsworth

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
City of Eustis PO Drawer 68 Eustis, FL 32727	Greg Dobbins Title: Maintenance Supervisor
Completion Date (Actual or Estimated) 9/2015 Project Cost: $ 4K	Telephone Number 352-357-5618

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Shawn Berryman
Jeff Ouellette
Joel Maldonado
Ron Ellsworth

SIMILAR PROJECTS FORM

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

Project Name, Entity Name, Address & Location	Contact Person:
City of Pembroke Pines 13975 Pembroke Road Pompano Beach, FL 33077	Gerry Desjardins Title: Maintenance Supervisor
Completion Date (Actual or Estimated) 2015 Project Cost: $ 6K	Telephone Number 954-299-5707

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).

Emergency generator maintenance and repair

Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.

Lake County Generator Location Information

Location	Address	Closest Town	Zip code	KW	Manufacture	Model	Serial	Year
CEP 2009	435 W. Alfred St.	Tavares	32778	1000	Cummins	CQFAD-7529047	L080225915	2011
CEP 2009	435 W. Alfred St.	Tavares	32778	1000	Cummins	CQFAD-7529047	L080225916	2011
ECOC	425 W. Alfred St.	Tavares	32778		Cummins	DQCC-1208790	G120368580	
JC	550 W. Main St	Tavares	32778	250	Onan	250DFBE	G910404211	
CAB	315 W. Main St (Bldg A)	Tavares	32778	285	Caterpillar	SR-4	250BH1013	**
Detention Center	551 W. Main St	Tavares	32778	1250	Cummins	1250DFL39042G	L900361811	
Prelude	551 W. Main St	Tavares	32778	250	Kholer	250R0ZD71	269769	**
Sheriff Admin	360 Ruby St	Tavares	32778	400	Caterpillar	SR-4	9FF01495	
320 Building	320 W Main St	Tavares	32778	437.5	Cummins	DFEG-7539858	L080227272	2009
Probation Office	518 W. Main St.	Tavares	32778	150	Fremont	MB 15	52-150-050	1962
Public Records Center	122 E. Main St	Tavares	32778	400	Katolight	D400FJX4T3 31629	138061-0307	2008
Road Operations	12835 County Landfill Rd	Tavares	32778	60	Power Tech	PTS-60-3BW	JTM00DHF2260	**
Animal Control	28123 County Rd 561	Tavares	32778	150	Generac	QT15068AVAC	7276271	2012
Traffic Operations		Tavares	32778	30	Onan	30DEC-4R8/5112B	115C854122	1995
Cagans Crossing Library	16729 Cagan Oaks	Clermont	34714	150	Kohler	150REOZJD	2158768	2009
Sheriff South Sub	15855 SR50	Clermont	34711	200	Onsite		317316-1-0110	2010
FS 10	23023 SR 40	Astor	32102	60	Power Tech	PTS-60KW	JTMOODEF1863	**
FS 13	25250 CR 42	Paisley	32767	125	Baldor	IDLC125-3JU	P1002170003	
FS 15	40601 Palm Dr	Pine Lakes	32736	45	Power Tech	PTS-45KW	KZM90DDF1682	**
FS 21	25100 County Rd 44A	Eustis	32736	45	Power Tech	PTS-45KW	KZM90DDF1683	**
FS 27	19212 SR 44	Eustis	32736		Generac		12735510100	
FS 39	38816 Carroll St	Umatilla	32784	45	Power Tech	PTS-45KW	KZM90DDF1657	**
FS 52	306 W. Hermosa St	Lady Lake	32159	45	Power Tech	PTS-45KW	KZM90DDF1684	**
FS 54	6200 Lake Griffin Rd	Lady Lake	32159		Baldor		IDLC50-G2	
FS 71	11305 Park Av	Leesburg	34788	45	Power Tech		KXM704KLZ	
FS 72	12340 County Rd 44	Leesburg	34788	45	Power Tech	PTS-45KW	KZM90DDF1681	**
FS 76	8819 County Rd 48	Yalaha	34797	45	Power Tech	PTS-45KW	KZM90DDF1680	**
FS 77	13431 Ohio Street	Astatula	34705		Power Tech		KZM704KLZ	
FS 78	16345 CR 448	Mt Dora	32757	135	Generac	9110930100	9110930100	**
FS 109	11630 Lakeshore Dr	Clermont	34711	45	Power Tech	PTS-45KW	KZM90DDF1679	**
FS112	16240 County Rd 474	Clermont	34714	60	Power Tech	PTS-60KW	JTMOODEF1862	**
Umatilla Health	249 Collins	Umatilla	34784	75	Detroit Diesel	75PJS6DT3	152189-1007	2008
Landfill Office	13130 County Landfill Rd	Tavares	32778	60	Cummings	DSHAF-5955901	L070135299	2007
Landfill Leachate	13130 County Landfill Rd	Tavares	32778	60	Kohler	60R0ZJ71	351960	1993
Maintenance Area 3	19720 5th St	Umatilla	32784	**	Military Standards	4AD84-3	R-018204	1969
Astatula Fuel Site	12835 County Landfill Rd	Tavares	32778	60	Fermont	MB 17	N6165000-081-2034	1963

FACILITIES MANAGEMENT ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Definitions
3. Errors and Omissions
4. Hourly Rate
5. Employees
6. Dress Code
7. Supervision
8. Back Ground Check
9. Emergencies
10. Compliance with Occupational Safety and Health / Hazardous Materials
11. Licensing
12. General Inspection Requirements
13. Project Manager
14. Contract Time and Time Extensions
15. Hours of Operation
16. Changes in Work
17. Retaining Other Contractors
18. Claims and Disputes
19. County Supplied Materials
20. Labor and Materials Supplied by the Contractor
21. Lands for Work and Access Thereto
22. Maintenance of Traffic
23. Underground Utilities
24. Clean up/Surplus Material Removal
25. Protection of Existing Structures, Utilities, Work and Vegetation
26. Equipment
27. Sanitation
28. Other Work
29. Bonds
30. Final Inspection
31. Final Acceptance
32. Measurement and Payment
33. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. 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, 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 is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager.

2. DEFINITIONS

A. **Calendar Day** - Every day shown on the calendar, ending and beginning at Midnight.

B. **Change Order** - A written order issued by the County's Project Manager in accordance with Board policy, and accepted by the Contractor directing certain changes, additions or reductions in the work or in the materials used. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

C. **Plans** – The approved drawings or reproductions that show the location, character, dimension and details of the work to be done as issued by the County's Project Manager. These plans are meant to be for illustrative purposes only.

D. **Project Manager** - Agent of the County responsible for items including but not limited to establishment of Cost Estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the Contractor.

E. **Scope of Work** – The general intent of the work to be accomplished as defined by the project plans, drawings, photographs, and specifications.

3. ERRORS AND OMISSIONS

It is the intent of the County to have a completed project when the work is finished. 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 Project Manager in writing of such errors or omissions. In the event the Contractor knows or should have known of any error or omission and fails 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.

4. HOURLY RATE

The 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 by the Contractor. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The Contractor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

5. EMPLOYEES

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, shall be fully responsible for the performance of their organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site. The Contractor shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees to service Lake County.

6. DRESS CODE

A. The Contractor shall maintain a dress code for their employees with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed.

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

C. All workers shall be required to wear an ID badge identifying them as County-approved vendors. Lake County will supply the ID badges. The Contractor will ensure that all

workers employed under this contract, 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 the ID badge. All new workers must be assigned an ID badge prior to starting work. The Contractor should be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

7. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one (1) responsible person who speaks and understands English shall be on the project during all working hours. He shall also designate a competent person of its organization whose duty shall be the prevention of accidents at the site. 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 by the Contractor to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor. 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. This cell phone number shall be provided to the County's Project Manager.

8. BACKGROUND CHECK

The Contractor is to provide the County with a complete list of personnel, subcontractors, and representatives of the Contractor that shall be utilized in the performance of the work. The list shall include, a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida Identification Card/valid passport/valid work visa. Background checks shall be performed by the Lake County Sheriff's Office at no expense to the Contractor. At no time shall any person associated with the Contractor be granted access to perform work on County property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The Contractor MUST remove any employee, with access to County facilities, from County service who is convicted of a felony crime during his employment as part of this contract. After initial background checks have been made, they must be done annually for any person with access to County buildings after one (1) year. Failure of the Contractor to obtain background checks as specified can result in termination of the contract. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. The Contractor shall have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours.

9. EMERGENCIES

A. The Contractor shall have a responsible person available at or reasonably near the County facilities 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. 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 Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers 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 contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The Contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, 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. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order form 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.

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/ HAZARDOUS MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project 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.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). 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.

C. Any spillage of hazardous chemicals and/or wastes caused by the Contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County will share no responsibility for these costs. A copy of a completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the Contractor during the normal work operation, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the Contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. 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.

G. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. 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 Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

11. LICENSING

The Contractor shall retain all appropriate professional licenses throughout the term of this Agreement. The Contractor will only be given projects which fall into the categories permitted by their particular license.

12. 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.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager 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 exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the Contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or

removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager 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 Project Manager'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 the operations, the Project Manager rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the Contractor notice of the defect. The Contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the Contractor giving the Contractor another seven (7) calendar days to correct the defect. If the Contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another Contractor or terminating the contract.

E. Should the Contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the Contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work 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 work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, 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.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the 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 Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the 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 Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

13. PROJECT MANAGER

It is agreed to by the parties that the 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 Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

14. CONTRACT TIME AND TIME EXTENSIONS

A. The Contractor acknowledges that time is of the essence in carrying out Contractor responsibilities. Project time shall be listed on the Cost Estimate. If no project time is listed the following shall apply:

1. For projects $25,000 and under, the Contractor shall have forty-five (45) calendar days to complete the work from the date of receipt of the "Notice to Proceed".

2. For projects greater than $25,000, the Contractor shall have ninety (90) calendar days to complete the work from the date of receipt of the "Notice to Proceed".

3. If the Contractor fails to have the project completed by the specified time, the County may, at its discretion, either apply liquidated damages or hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the project as assigned shall be deducted from the Contractor's final invoice.

B. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The Contractor shall diligently pursue the

completion of the work and coordinate the work being done on the project 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 by any act or omission of any act by the Contractor. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

C. Should the Contractor be obstructed or delayed in the prosecution of or 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 Project Manager by telephone as soon as possible and in writing within two (2) business days 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 two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The Contractor shall cooperate with the Project Manager's investigation of the delay 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 for only those delays which impact the Contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

E. 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.

F. 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 continues. The project 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:

a. Missing scheduled appointments	$ 70.00 each
b. Failure to respond to emergency calls	$250.00 per day
c. Late to emergency calls	$ 36.00 per hour
d. Inspected unacceptable workmanship	$ 55.00 each inspection

c.

f.	Failure to provide any and all required documentation or reports	$ 75.00 per day
g.	Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	$250.00 per day

G. County shall retain from the compensation to be paid to Contractor the above described sum, along with retaining an amount equal to any reinspection fees levied by agencies other than the County for inspection failures.

15. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 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 Project Manager. Request for permission to work must be received by the Project Manager 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
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day. If the official holiday is on a Saturday the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The Contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. 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.

16. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures, make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the Contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the Contractor shall commence performance of the work as specified.

B. The Contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the Contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the Contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

C. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

17. 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.

18. CLAIMS AND DISPUTES

A. Claims by the Contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within two (2) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of 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.

1. Claims by the Contractor shall be resolved in the following manner:

   a) Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within four (4)fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will 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.

   b) 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 the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the Contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

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

19. COUNTY SUPPLIED MATERIALS

A. If materials are supplied by the County for a particular project, the cost of the material shown in the material column of the specific line item shall be subtracted from the total.

B. The County shall deliver material(s) to the designated location provided by the Contractor. A delivery request by Contractor shall occur at least two (2) business days prior to actual delivery date needed.

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

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, fuel, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall

be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

21. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the Contractor has a letter from the landowner authorizing the Contractor to do so. A copy of the letter shall be provided to the County. The Contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the County. If the Contractor fails to clean up the site, the County may choose to clean up the site at the Contractor's expense.

C. The Contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The Contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the Contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site. All service and supply operations shall be conducted outside the clear zone unless the Contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall inter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

22. MAINTENANCE OF TRAFFIC (MOT)

A. In the event that any of the work is conducted within any public right of way the Contractor shall be responsible for proper MOT. Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following

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," 2013 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2002 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (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 to hire and pay for this service.

E. All lane closures shall have the prior approval of the Project Manager.

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.

23. 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.

24. CLEAN UP/SURPLUS MATERIAL REMOVAL:

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the Contractor Factor. The Contractor must have ample cleaning supplies 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. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

25. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.

C. The Contractor shall not disturb any benchmark established by the County with respect to the project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the Contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the Contractor.

D. During the period of production of work and the warranty period the Contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or

pedestrians. The Contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the Contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the Contractor.

E. All items damaged as a result of Contractor or subcontractor operations, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County sign, or other property owned by the County or private landowner, shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. The County reserves the right to pay any such claims and deduct such amount from the Contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor.

F. The Contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the Contractor shall as soon as possible inform the Project Manager 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 Project Manager.

I. The Contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the Contractor during the course of the work being completed.

26. EQUIPMENT

A. The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager

determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

27. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. 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 Project Manager's approval.

28. OTHER WORK

A. The Contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the Contractor fails to send the above required notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the

additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing within two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the Contractor's work.

29. BONDS

Not applicable to this solicitation.

30. FINAL INSPECTION

A. Maintenance of Work. The Contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the Contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the Contractor if necessary of any deficiencies with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying Contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The Contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the Contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the Contractor, the Project Manager shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the Contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for

unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

31. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The Contractor will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, 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 or its surety, or both, 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 Project Manager.

32. MEASUREMENT AND PAYMENT

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

B. The Contractor shall submit an original invoice to:
Lake County
Department of Facilities & Fleet Management
Attn: Facilities Administration
PO Box 7800,
Tavares, FL 32778

C. **Projects fifteen thousand dollars ($15,000) and under:** The County shall provide a lump sum payment when all project tasks are completed by the Contractor and approved by the County's Project Manager. In order for the County to provide payment, the Contractor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and a County's Project Manager has reviewed and approved the service and deliverable.

D. **Projects greater than fifteen thousand dollars ($15,000):** The Contractor may receive periodic payments on a thirty (30) day interval for project 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. The invoice shall be submitted within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and the County's Project Manager has reviewed and approved the service and deliverable.

E. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

F. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

33. WARRANTY

A. 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. 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 all 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 in the Contract Documents. Unless otherwise specified in the solicitation or the plans, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

If sod is used as part of this project 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 Project Manager. If the sod does not meet any of the specifications within this document, 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 previously described within these specifications. If the sod dies or does not become established the Contractor shall be responsible for the replacement at no cost to the County.