



CONTRACT NO. 20-0923

Collection, Recycling, and Proper Disposal of Used Oil and Related Commodities

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 submittal of Synergy Recycling of Central Florida, LLC (hereinafter "Contractor") for the provision of Collection, Recycling, and Proper Disposal of Used Oil and Related Commodities to the County pursuant to County ITB number 20-0923 (hereinafter "ITB"), addenda no. 1, and Contractor's proposal response thereto with all County policies and provisions governing.

A copy of the Contractor's signed proposal is attached hereto and incorporated herein, thus making it a part of this Contract. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: none

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

The County's Procurement Services Director will be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, will, 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 October 1, 2020 through September 30, 2021 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) days written notice for the convenience of the County. This Contract provides for four (4) one-year renewals at Lake County's sole option at the terms noted in the ITB.

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

LAKE COUNTY, FLORIDA

By: Ralph E. Tipton  
Senior Contracting Officer

Date: 09/29/2020

Distribution: Original-RFP/Contract File  
Copy-Contractor, Department

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*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

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

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

## Electronic Submission of Response

### Synergy Recycling

#### 20-0923 - Collection, Recycling, and Proper Disposal of Used Oil and Related Commodities

*I hereby certify the information indicated for this bid is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addendums.*

Name of Legal Representative Submitting this Bid: Elliott Paul

Date: Jul 29, 2020

Title: Managing Member

Primary E-mail: epaul@synergyrecycling.org

Secondary E-mail: blong@synergyrecycling.org

*The individual "signing" this quote affirms that the facts stated herein are true and that the response to this solicitation has been submitted on behalf of the aforementioned Vendor.*

The undersigned hereby declares that: Synergy Recycling of Central Florida has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish Collection, Recycling, and Proper Disposal of Used Oil and Related Commodities for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on **07/29/20** or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

All pricing will be FOB Destination unless otherwise specified in this solicitation document.

Vendor will accept payment through the County VISA-based payment system: YES

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised 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. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

#### **2.0 METHOD OF PAYMENT**

The Contractor must submit an accurate invoice to the County's using department. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the Lake County General Terms and Conditions page and accept the Lake County General Terms and Conditions dated 10/10/2019 as written. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 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? NO

Date: 7/29/2020

Print Name: Elliott Paul

Title: Managing Member

Primary E-mail Address: eplau@synergyrecycling.org

Secondary E-mail Address: blong@synergyrecycling

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

*Type Your Firm's Name Here*

**SAVE AND SUBMIT AS AN EXCEL FILE**

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to County. Actuals are unknown and are estimated for evaluation purposes only.

Item Number	Item Description	Unit	Estimated Usage	Unit Price	Total
1	<b>Used Oil Recycling</b>				
	Price paid to the County	Gallon	13,322	\$0.00	\$0.00
	Price paid by the County	Gallon	13,322	\$0.00	\$0.00
2	<b>Used Oil-Contaminated Disposal</b>				
	Price paid to the County	Gallon	1	\$0.00	\$0.00
	Price paid by the County	Gallon	1	\$0.00	\$0.00
3	<b>Used Oil filter Recycling</b>				
	Price paid to the County	Each	1,320	\$0.00	\$0.00
	Price paid by the County	Each	1,320	\$0.00	\$0.00
4	<b>Used Antifreeze Recycling</b>				
	Price paid to the County	Gallon	1,841	\$0.00	\$0.00
	Price paid by the County	Gallon	1,841	\$0.00	\$0.00
5	<b>Pads and Oil Absorbents Recycling</b>				
	Price paid to the County	Each	330	\$0.00	\$0.00
	Price paid by the County	Each	330	\$85.00	\$28,050.00
6	<b>Sludge, Recycling</b>				
	Price paid to the County	Gallon	1	\$0.00	\$0.00
	Price paid by the County	Gallon	1	\$2.26	\$2.26
7	<b>Other Liquids Recycling</b>				
	Price paid to the County	Gallon	1	\$0.00	\$0.00
	Price paid by the County	Gallon	1	\$1.86	\$1.86
8	<b>VAC Truck with operator</b>	Hour	1	\$110.00	\$110.00
<b>Grand Total</b>					<b>\$28,164.12</b>
9	<b>Name and telephone number of person to contact for emergency service:</b>				
	Name:	Jeff Englin			
	Telephone:	813-410-4974			
	Disaster Assistance Contact Person:	Jeff Englin			
	Disaster Contact Number(s):	813-410-4974			
10	<b>Calendar days required to commence contract:</b>				<b>7</b>

**The following information is required for price redetermination consideration.**

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	Diesel
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

List no more than five projects which best illustrates qualifications relevant to the Solicitation. References must be less than five years old. LIST no more than two LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST.

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*Synergy Recycling of Central Florida*

PROJECT NAME: Disposal and Recovery of Waste Oil, Oily Water, Antifreeze

Agency: Solid Waste Authority

Address: 7501 N Jog Rd

City, State, Zip code: West Palm Beach FL 33412

Contact Person: Angel Lopez

Title: Purchasing

Email: Alopez@swa.ORG

Telephone: 561-640-3400

Project Cost: 4167.00

Completion Date: 2022

SCOPE of Project (list tasks, outlines or descriptions of items): Collection of used oil filters and antifreeze.

PROJECT NAME: Pickup and Disposal of Used Oil Filters and Haz Materilas

Agency: City of Gainesville Florida

Address: 34 SE 13th Rd Station 5

City, State, Zip code: Gainesville, Fl 32627

Contact Person: Paul Starling

Title: Contract Mgr

Email: starlingk@cityofgainesville.org

Telephone: 3523342609

Project Cost: 10,000

Completion Date: 2021

SCOPE of Project (list tasks, outlines or descriptions of items): collection of waste items oil filters and antifreeze

PROJECT NAME: Pick up and transpotation and recycling of used petroleum products

Agency: City of Tampa Florida

Address: 1508 N Clark Ave

City, State, Zip code: Tampa Fl 33607

Contact Person: Connie Whie Arnold

Title: Director

Email: connie.white-arnold@tampagov.net

Telephone: 813-348-1034

Project Cost: estimated at 12,000

Completion Date: 2022



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: July 21, 2020

### Invitation to Bid (ITB) 20-0923

#### Collection, Recycling, and Proper Disposal of Used Oil and Related Commodities

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 their response by completion and/or return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

**This addendum DOES NOT change the date for receipt of bids.**

#### Questions/Answers:

Q1. Line item 2; What are the contaminations?

A1. Contaminates will be such liquids as gasoline, antifreeze, etc.

Q2. Line item 5; Is this per 55-gallon drum with no contaminations?

A2. Pads and absorbents are used to contain a used oil spill. Sometimes more than one liquid needs to be cleaned up. Once contained, materials are placed in drum for proper recycling.

Q3. Line item 6; Estimated usage of 1?

A3. The County has not needed this item picked up, but may in the future, so the County is simply asking for a price as needed.

Q4. Line item 7; What are the other liquids?

A4. This item can be liquids such as waste fuel.

#### Acknowledgement of Addendum:

Firm Name: Synergy Recycling of Central FL

Date: 7/29/2020

Signature: Brenda Long

Title: Sales

Typed/Printed Name: Brenda Long



**Florida Department of  
Environmental Protection**

Bob Martínez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Rick Scott  
Governor**

**Carlos Lopez-Cantera  
Lt. Governor**

**Noah Valenstein  
Secretary**

June 08, 2018

Montinque Buquol  
Synergy Recycling of Central Florida LLC  
3800 W Lake Hamilton Dr

Winter Haven, FL 33881 9262

**BE IT KNOWN THAT**

Synergy Recycling of Central Florida LLC  
3800 W Lake Hamilton Dr

Winter Haven, FL 33881 9262

**IS HEREBY REGISTERED AS A USED OIL**

Self Transporter, Transfer Facility, Processor, Marketer, Filter Transporter, Filter Transfer Facility

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C.)  
The Department of Environmental Protection hereby issues  
Registration Number **FLR000053611** on **June 08, 2018**  
Transporter Type: **Self-Transporter**

**This registration will expire on 06/30/2019**

This certificate documents receipt of your annual registration  
and annual report. It shall be displayed in a prominent place  
at your facility. This certificate and your on-line payment receipt  
are your receipts.



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See specific instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Synergy Recycling LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**510 Shotgun Rd. Suite 110**

**6** City, state, and ZIP code  
**Sunrise, FL 33326**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-				-			
--	--	--	---	--	--	--	---	--	--	--

OR

**Employer identification number**

2	0	-	3	5	9	3	8	3	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶ **1/1/20**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

**WINTER HAVEN**  
*The Chain of Lakes City*

490 3<sup>RD</sup> STREET NW, WINTER HAVEN, FL 33881 (863) 291-5695

**B U S I N E S S T A X R E C E I P T**

ACCOUNT#: 1796  
SYNERGY RECYCLING OF CENTRAL FLORID  
ELLIOTT PAUL  
3800 W LK HAMILTON DR  
WINTER HAVEN, FL 338810000

LOCATION: 3800 W LK HAMILTON

CLASS ID: Professionals  
Professionals

RECEIPT#: 36273

ISSUE DATE: 10/01/2019

EXPIRES ON: 09/30/2020



**BUSINESS TAX RECEIPT**

LOCATION: 3800 W LK HAMILTON DR

36273  
RECEIPT NO.

DATE ISSUED: 10/01/2019  
EXPIRES ON: 09/30/2020  
CLASS ID#: Professionals

SYNERGY RECYCLING OF CENTRAL FL  
ELLIOTT PAUL  
3800 W LK HAMILTON DR  
WINTER HAVEN, FL 338810000

**2019-20**

**COLLECTION, RECYCLING, AND PROPER DISPOSAL OF USED OIL AND RELATED  
COMMODITIES** **20-0923**



REAL FLORIDA • REAL CLOSE

Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

Solicitation Number: **20-0923**

Solicitation Title: **COLLECTION, RECYCLING, AND PROPER DISPOSAL OF USED  
OIL AND RELATED COMMODITIES**

Pre-Bid Conference: **See Section 3.0**

Last Day to Ask Questions: **07/22/2020**

CLOSING DATE: **07/29/2020**

CLOSING TIME: **3:00 P.M. Eastern**

Vendors shall complete and return all information requested by the specified time and date or Submittal shall be rejected.

**TABLE OF CONTENTS**

<b>1.0</b>	<b>PURPOSE OF SOLICITATION</b> .....	<b>2</b>
<b>1.1</b>	<b>EXHIBITS</b> .....	<b>2</b>
<b>1.2</b>	<b>ATTACHMENTS</b> .....	<b>2</b>
<b>2.0</b>	<b>POINT OF CONTACT</b> .....	<b>2</b>
<b>3.0</b>	<b>PRE-BID CONFERENCE</b> .....	<b>2</b>
<b>4.0</b>	<b>QUESTIONS, EXCEPTIONS, AND ADDENDA</b> .....	<b>2</b>
<b>5.0</b>	<b>METHOD OF AWARD</b> .....	<b>2</b>
<b>6.0</b>	<b>DELIVERY AND SUBMITTAL REQUIREMENTS</b> .....	<b>3</b>

**COLLECTION, RECYCLING, AND PROPER DISPOSAL OF USED OIL AND RELATED COMMODITIES**

**20-0923**

**1.0 PURPOSE OF SOLICITATION**

The purpose of this solicitation is to solicit competitive sealed submittals to furnish **COLLECTION, RECYCLING, AND PROPER DISPOSAL OF USED OIL AND RELATED COMMODITIES** for Lake County, Florida.

**1.1 EXHIBITS**

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – Review the Lake County General Terms and Conditions page dated 10/10/2019.

**1.2 ATTACHMENTS**

Attachment 1 – Submittal Form

Attachment 2 – Pricing Sheet

Attachment 3 – Reference Form

**2.0 POINT OF CONTACT**

Direct all inquiries to the Contracting Officer (official point of contact) listed:

Ed Tipton, CPSM, CPPO, CPPB, Senior Contracting Officer

Telephone: 352-343-9839

E-mail: rtipton@lakecountyfl.gov

**3.0 PRE-BID CONFERENCE**

N/A

**4.0 QUESTIONS, EXCEPTIONS, AND ADDENDA**

Vendors must examine all solicitation documents including the Lake County General Terms and Conditions page. All communication, inquiries, or requests for exceptions are to be directed to the Contracting Officer listed in Section 2.0. The last day for questions or requests for exceptions is **07/22/2020**. An addendum may be issued in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation and posted on the Lake County Formal Solicitation site for this solicitation. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail.

It is the Vendor's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the Submittal from being considered for award.

Process clarification or procedure questions may be asked at any time to the Contracting Officer.

**5.0 METHOD OF AWARD**

Each Submittal will be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Solicitation. (Responsive)
- B. The greatest benefits to Lake County as it pertains to: (Responsible)
  1. Total Cost;

**COLLECTION, RECYCLING, AND PROPER DISPOSAL OF USED OIL AND RELATED  
COMMODITIES**

**20-0923**

2. Delivery;
3. Past Performance. In order to evaluate past performance, all Vendors are required to submit at least three verifiable references / relevant projects completed within the last three years that are the same or similar in magnitude to this ITB. The County may be listed as a reference. Use Attachment 3 – References Form;
4. All technical specifications associated with this Solicitation;
5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Vendor's financial stability. All Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
6. Any other criteria that may be specific to your Solicitation.

Awards will be made to the most/lowest responsive, responsible, Vendor whose Submittal represents the best overall value to the County when considering all evaluation factors.

The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors; to reject any and all offers or waive any minor irregularity or technicality in submittals received.

Submittals received before the closing date and time listed will be opened, recorded, and accepted for consideration. Vendors' names will be read aloud and recorded. Submittals will be available for inspection during normal business hours in the Office of Procurement Services 30 calendar days after the Solicitation due date or after recommendation of award, whichever occurs first.

**6.0 DELIVERY AND SUBMITTAL REQUIREMENTS**

- A. Hand delivery of submittals will not be accepted.
- B. RESPOND TO THIS SOLICITATION ON-LINE – [Click Here for on-line submittal.](#)
- C. A response will not be accepted if completed and submitted after the official due date and time.
- D. Submission indicates a binding offer to the County and agreement of the terms and conditions referenced in this Solicitation. Do not make any changes to the content or format of any form without County permission. All information must be legible.
- E. Submittal must include:
  - Completed Attachment 1 – Submittal Form;
    - o Submittal must be signed by an official authorized to legally bind the firm to its provisions. Include a memorandum of authority signed by an officer of the company if the signor is not listed as a corporate officer on the firm's SunBiz registration.
  - Proof of [Sunbiz.org](#) registration;
  - Include a completed W-9 form;
  - Completed Addenda issued. Failure to include signed addenda may be cause for Submittal to be considered non-responsive;
  - Completed Attachment 2 – Pricing Sheet;
  - Completed Attachment 3 – Reference Form;

**COLLECTION, RECYCLING, AND PROPER DISPOSAL OF USED OIL AND RELATED  
COMMODITIES**

**20-0923**

- Proof of insurance or evidence of insurability at levels in Exhibit B – Insurance Requirements;
  - Any Contractor required licenses;
  - And any additional submittal requirements.
- F. The County is not liable or responsible for any costs incurred in responding to this Solicitation including, without limitation, costs for product or service demonstrations if requested.
- G. Interested parties may listen to the 3:01 P.M. solicitation opening by calling 1-321-332-7400, Conference ID 971 920 36# or clicking on this link: [Join Microsoft Teams Meeting](#)

*[The remainder of this page intentionally left blank]*

20-0923

**EXHIBIT A – SCOPE OF WORK/SERVICES  
COLLECTION, RECYCLING, AND PROPER DISPOSAL OF  
USED OIL AND RELATED COMMODITIES**

The purpose of this solicitation is to award to one vendor for the collection, recycling and proper disposal of used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents on an as-needed basis.

This is an indefinite quantity term contract with no guarantee of usage volume or that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended resulting from this Invitation to Bid.

Vendors must provide all equipment and personnel required to collect, transport, screen, treat and recycle used oil, used antifreeze, used oil filters, sludge, pads and oil absorbents. The vendors must also be responsible to dispose of these materials according to the Florida Department of Environmental Protection regulations.

Vendors must have a minimum of three (3) years in the hazardous waste collection, transport, treatments, disposal of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents.

Vendors must have valid FDOT and EPA identifications numbers for the transportation of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents. Vendors must include copies of these identification numbers with their bid submittal. Vendor personnel must have the appropriate State of Florida driver's licenses for the transportation of the materials.

Vendors vehicles must be labeled and placarded per state and federal requirements.

~~Vendors must have procedures for screening unacceptable used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents. Vendors are to attach a copy of these procedures or an explanation or these procedures to their bid submittal.~~

~~Vendors will be responsible for sorting all unusable products. Vendors will be responsible for disposal of any material that becomes contaminated along with any of the containers.~~

~~Vendors must identify all treatment, storage or disposal facilities they will utilize during any contract awarded for this ITB.~~

The vendors will need to submit the following for each facility utilized.

- Name of Facility
- Address of Facility
- Phone Number of the Facility
- Contact Person for the Facility
- Copies of Each Applicable State and/or Federal Permits
- Compliance Status
- Any Notices of Violations in the Past Two (2) Years
- Explanations of Violations (Explain what changes that have occurred to make the facility appropriate and safe to utilize at this time)

20-0923

**EXHIBIT A – SCOPE OF WORK/SERVICES  
COLLECTION, RECYCLING, AND PROPER DISPOSAL OF  
USED OIL AND RELATED COMMODITIES**

The County reserves the right to inspect with reasonable notice any facility used for the management of the used oils, filters and antifreeze.

Vendors must supply at no charge to the County all equipment (15, 30 or 55-gallon drums, etc.) to store the used oil, used filters and used antifreeze. The amount of material to be recycled, treated or disposed of will be determined by utilizing metered removal, gauging or physical measurement. Vendors must be able to make requested pick ups within 3 business days of being notified by the County.

Vendors must also be able to train all necessary County employees on the proper storage of the used oil, used oil filters, used antifreeze, sludge, pads and oil absorbents.

The County priority is to recycle and reuse products as deemed acceptable. Products not recycled, reused or treated must be disposed per state and federal regulations.

Standard operational hours of all the participating entities will be from 8:00am to 5:00pm Monday through Friday. All pickup locations will be closed for County observed holidays. Actual hours of operations and closures of the participating locations will be provided to any awarded vendors.

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide monthly and quarterly reports to the County as to the nature of the goods and services purchased from the vendor by the County during the preceding months. These should also breakdown goods and services by each location.

While the County reserves the right to add or delete locations, the following is a current list of locations being serviced by this contract:

Fleet Maintenance  
20423 Independence Blvd  
Groveland, FL 34736  
Open: Monday-Friday

Central Facility  
13130 County Landfill Road  
Tavares, FL 32778  
Open: Monday-Saturday

Lady Lake  
1200 Jackson Street  
Lady Lake, FL 32159  
Open: Tuesday and Saturday

Astor  
54711 Astor Transfer Station Road  
Astor, FL 32102

20-0923

**EXHIBIT A – SCOPE OF WORK/SERVICES  
COLLECTION, RECYCLING, AND PROPER DISPOSAL OF  
USED OIL AND RELATED COMMODITIES**

Open: Tuesday and Saturday

Clermont Log House  
10435 Lighthouse Road  
Clermont, FL 34711  
Open: Wednesday and Saturday

Paisley  
25014 Rancho Lane  
Paisley, FL 32767  
Open: Wednesday and Saturday

Pine Lakes  
32520 W. State Road 44  
Deland, FL 32120  
Open: Thursday and Saturday

**PRICE REDETERMINATIONS**

The contractor may petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations should be made within thirty (30) calendar days of the anniversary date of the contract and only after the contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the contract, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the contract.

A. Basis for Price Redeterminations. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the contractor should refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the contractor's employees or subcontractors performing work or services pursuant to the contract.

C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the contract, including any renewal or extension period thereunder, the contractor may petition for price redetermination for those job categories where the pay to the contractor's employees

**EXHIBIT A – SCOPE OF WORK/SERVICES  
COLLECTION, RECYCLING, AND PROPER DISPOSAL OF  
USED OIL AND RELATED COMMODITIES**

is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The contractor must increase the pay to the employees by the amount the contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The contractor must supply written documentation of any other increase that is beyond the scope and control of the contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.

- D. Fuel Price Redetermination. If the price of fuel increases by a minimum of ten (10%) percent, the contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the contractor will be required to petition for a fuel price redetermination decrease if the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative increase in pay to the contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the contractor's performance of the contract.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- E. Expiration Upon Failure to Agree to Price Redetermination. If the County and the contractor cannot agree to a price redetermination, then the contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the contract. If the contract expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

*[The remainder of this page intentionally left blank]*

Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates 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, must ensure the Contractor in accordance with the following minimum limits:

1. 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

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

Combined Single Limit	\$1,000,000
-----------------------	-------------

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

4. 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

5. Professional liability and 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.

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

The certificates of insurance must 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 County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must 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 must evidence a waiver of subrogation in favor of the County, that coverage will 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.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will 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 will be the sole responsibility of the Contractor or subcontractor providing such insurance.

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

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

*[Remainder of this page intentionally left blank.]*

# SAMPLE CERTIFICATE OF INSURANCE

## Professional Services Contract

### HIGH LIMITS



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 08/02/2020

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

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

<b>PRODUCER</b> AGENCY MANAGER, INC 2500 BOND STREET UNIVERSITY PARK, IL 60468	<b>CONTACT NAME:</b> PHONE No. Day: _____ FAX No.: _____ E-MAIL ADDRESS: _____ ADDRESS: _____
---	--

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AUTO-OWNERS	
INSURER B: EMPLOYERS	
INSURER C: NATIONWIDE	
INSURER D:	
INSURER E:	
INSURER F:	

Subcontractor's Insurance Broker

Date Certificate Produced

Agency Contact Information

Named Insured (This should match the subcontractor name listed on the contract)

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

Minimum required coverage limits

"Claims Made" or "Modified Occurrence" is not acceptable

Auto Liability must be written on an "any auto" basis, including hired/non-owned

POLICY LINE	TYPE OF INSURANCE	ADDITIONAL RISK	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456789	03/07/2020	03/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AUTO INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOSP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X X	345678910	03/07/2020	03/07/2021	TOWNSHIP SINGLE LIMIT (As contract) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER OR PARTNER/EXECUTIVE OF PROGRAMMER EXCLUDED? Y/N	N/A X	5678910	03/07/2020	03/07/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability		0789101	03/07/2020	03/07/2021	Occ \$1,000,000/Agg \$2,000,000

This section must reference the job number & project name. Description should reads as shown here

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Job #/Project Name  
 Certificate holder is granted additional insured status by the General Liability and Auto Liability policies on a primary and non-contributory basis. Waivers of Subrogation are provided in favor of certificate holder for General Liability, Auto Liability and Workers' Compensation. Thirty (30) day written notice of cancellation, less (10) days for non-payment of premiums is provided. The insurance evidenced by this certificate contains Cross Liability & Severability of interests provisions.

<b>CERTIFICATE HOLDER</b>  Lake County, a Political Subdivision of the State of Florida and the Board of County Commissioners P.O. Box 7800 Tavares, FL 32780-7000	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

ACORD 26 (2010/06)

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Certificate holder should read exactly as shown here

Must be signed by agent

\*\*PLEASE REFER TO YOUR CONTRACT TO VERIFY COMPLIANCE WITH ALL REQUIREMENTS\*\*

**LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

**TABLE OF CONTENTS**

DEFINITIONS ..... 3  
INSTRUCTIONS TO VENDORS ..... 3  
PREPARATION OF PROPOSALS ..... 4  
COLLUSION..... 4  
PROHIBITION AGAINST CONTINGENT FEES ..... 4  
CONTRACTING WITH COUNTY EMPLOYEES ..... 5  
INCURRED EXPENSES ..... 5  
AWARD ..... 5  
GRANT FUNDING..... 5  
STATE REGISTRATION REQUIREMENTS ..... 6  
PRIME CONTRACTOR ..... 6  
SUBCONTRACTING..... 6  
GENERAL CONTRACT CONDITIONS..... 6  
GOVERNING LAW ..... 6  
COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES..... 6  
CONTRACT EXTENSION ..... 6  
MODIFICATION OF CONTRACT ..... 7  
ASSIGNMENT..... 7  
NON-EXCLUSIVITY ..... 7  
OTHER AGENCIES ..... 7  
CONTINUATION OF WORK..... 7  
WARRANTY ..... 7  
DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR ..... 7  
COUNTY IS TAX-EXEMPT..... 8  
SHIPPING TERMS, F.O.B. DESTINATION..... 8  
ACCEPTANCE OF GOODS OR SERVICES ..... 8  
ESTIMATED QUANTITIES ..... 8  
PURCHASE OF OTHER ITEMS ..... 9  
SAFETY ..... 9  
MATERIAL SAFETY DATA SHEET (MSDS) ..... 9  
TOBACCO PRODUCTS ..... 9  
CLEAN-UP..... 9  
PROTECTION OF PROPERTY ..... 9  
CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES ..... 10  
TRUTH IN NEGOTIATION CERTIFICATE..... 10  
COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS..... 10  
RESPONSIBILITY AS EMPLOYER..... 10  
MINIMUM WAGES ..... 11  
INDEMNIFICATION ..... 11  
TERMINATION FOR CONVENIENCE ..... 11  
TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING..... 11  
TERMINATION FOR DEFAULT ..... 11  
FRAUD AND MISREPRESENTATION ..... 11

**LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

RIGHT TO AUDIT ..... 12  
PROPRIETARY/CONFIDENTIAL INFORMATION..... 12  
PUBLIC ENTITY CRIMES..... 12  
PUBLIC RECORDS LAW..... 12  
COPYRIGHTS ..... 14  
SOVEREIGN IMMUNITY..... 14  
COMPLIANCE WITH FEDERAL STANDARDS..... 14  
E-VERIFY ..... 14  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)..... 14  
FORCE MAJEURE ..... 15  
NO CLAIM FOR DAMAGES ..... 15  
CERTIFICATION REGARDING SCRUTINIZED COMPANIES ..... 15  
NOTICES ..... 15

## LAKE COUNTY, FLORIDA -- GENERAL TERMS AND CONDITIONS

### **DEFINITIONS**

**Contract:** The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Lake County, Florida, a political subdivision of the State of Florida.

**Proposal:** Any offer submitted in response to a solicitation.

**Solicitation:** The written document requesting bids, quotes, or proposals from the marketplace.

**Vendor:** Any entity responding to a solicitation or performing under any resulting contract.

### **INSTRUCTIONS TO VENDORS**

A. Vendor Qualification: The County requires 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 – as required by the Internal Revenue Service.
5. Americans with Disabilities Act (ADA).
6. Conflict of Interest.
7. Debarment Disclosure Affidavit.
8. Nondiscrimination.
9. Family Leave.
10. 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, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

~~C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor 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 solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a 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. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. 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 will 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.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and 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 Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

### **PREPARATION OF PROPOSALS**

- A. The pricing section of a 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. Vendors shall type or use an ink to complete the Proposal. 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 Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals 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 will be considered late and will not be considered for award.~~

### **COLLUSION**

~~Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. "Related parties" mean the Vendor or the principals of the Vendor which have a direct or indirect ownership interest in another Vendor for the same contract or in which a parent company or the principals of the parent company of one Vendor have a direct or indirect ownership interest in another Vendor 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 will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors 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.~~

### **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

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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.

### **CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. 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.

### **INCURRED EXPENSES**

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

### **AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor 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 will 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 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 a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor is capable of performing the requirements of a solicitation.
- E. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- 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 a solicitation may do so per the Procurement Protest Procedures site.

### **GRANT FUNDING**

In the event any part of a 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. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available from the Florida Department of State, Division of Corporations, by visiting the Florida Department of State home page.

### **PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Vendor will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Vendor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Vendor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

### **SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor 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.

### **GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will 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 the parties. The failure of any party 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 of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Vendor and the County user department will be referred to Procurement Services.

### **GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The vendor hereby waives its right to a jury trial.

### **COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a 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 its employees or applicants for employment. The Vendor understands that any Contract is conditioned upon the veracity of this statement.

### **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 in writing of such extensions.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

### **MODIFICATION OF CONTRACT**

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

### **ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply in these regards may result in termination of the Contract for default.

### **NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation 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 provided under the Contract.

### **OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

### **CONTINUATION OF WORK**

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

### **WARRANTY**

~~All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Vendor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.~~

### **DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

### **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 (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items 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 will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### **SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered as a result of a solicitation will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

### **ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and must be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality.

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

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

### **ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. 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 a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **PURCHASE OF OTHER ITEMS**

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

### **SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must 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 County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

### **MATERIAL SAFETY DATA SHEET (MSDS)**

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

### **TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco is prohibited on County owned property.

### **CLEAN-UP**

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

### **PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

### **CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation and will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer; provided, however, that the County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a 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 in a solicitation. Damages, penalties, or fines imposed on the County or the Vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Vendor.

### **TRUTH IN NEGOTIATION CERTIFICATE**

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 for each Contract that exceeds One Hundred Ninety-Five Thousand dollars (\$195,000.00). Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will 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 will be made within one (1) year following the end of the Contract.

### **COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

~~Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply; the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.~~

### **RESPONSIBILITY AS EMPLOYER**

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees 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.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **MINIMUM WAGES**

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

### **INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, 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 attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

### **TERMINATION FOR CONVENIENCE**

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

### **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 will be cancelled, and the Contractor will 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.~~

### **TERMINATION FOR DEFAULT**

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given ten (10) days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

### **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

## LAKE COUNTY, FLORIDA -- GENERAL TERMS AND CONDITIONS

entity with such Vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

### **RIGHT TO AUDIT**

The County reserves the right to require the Contractor 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 Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) complete calendar years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

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 must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under this Agreement.

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors 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 Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.~~

### **PUBLIC ENTITY CRIMES**

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

### **PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

### **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, by mail, Office of Procurement Services, Attn: Ron Falanga, P.O. Box 7800 Tavares, FL 32778.**

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

~~Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.~~

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

### **COPYRIGHTS**

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

### **SOVEREIGN IMMUNITY**

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing PO will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this PO will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

### **COMPLIANCE WITH FEDERAL STANDARDS**

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

### **E-VERIFY**

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

~~The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 all new employees hired by subcontractors during the term of the subcontract.~~

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

~~The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.~~

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under this Agreement, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract, but will not be liable for delays resulting from force majeure or other causes beyond 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 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.

### **NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may 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 will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

### **NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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