



For
Interior and Exterior Signs – Vendor Pool

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Keeping Color, LLC** (hereinafter "Contractor") to supply **Interior and Exterior Signs – Vendor Pool** to the County pursuant to County Bid number 23-409 with any included addenda (hereinafter "Bid"), with an opening date of 10/11/2022, and Contractor's Bid response dated 10/7/2022 thereto with all County Bid provisions governing.

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

ATTACHMENTS:

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor

Attachment 2 – Pricing Sheet for Design Services, As Needed

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – [Lake County General Terms & Conditions version 5.6.21 \(lakecountyfl.gov\)](https://www.lakecountyfl.gov) electronically attached

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.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his 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.

The Contract initial term is from 2/1/2023 through 1/31/2024 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Senior Contracting Officer

Date: Click or tap to enter a date.

The undersigned hereby declares that: Keeping Color LLC 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 **INTERIOR AND EXTERIOR SIGNS – VENDOR POOL** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation 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.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority. 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.

2.0 PAYMENT

The Contractor shall email the County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/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.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. 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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Hispanic Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

Not applicable.

9.0 RECIPROCAL VENDOR PREFERENCE:

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

- A. Primary business location of the responding Vendor: 12792 W Colonial Dr, Ste 140, Winter Garden, Fl 34787
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: Click or tap here to enter text.

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Keeping Color LLC

Street Address: 12792 W Colonial Dr, Ste 140

City: Winter Garden State and ZIP Code: Florida, 34787

Mailing Address (if different): N/A

Telephone: 3052162456 Fax: N/A

Federal Identification Number / TIN: 81-2553407

DUNS Number: 107874833

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal 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 addenda.

Name of Legal Representative Submitting this Proposal: *Juan Carlos Izarra Rivas*

Date: 10/7/2022

Print Name: Juan Carlos Izarra Rivas

Title: Manager

Primary E-mail Address: contact@keepingcolor.com

Secondary E-mail Address: jizarra87@gmail.com

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.

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Keeping Color, LLC		
TIME AND MATERIAL PRICING FOR DESIGN SERVICE AS STATED IN EXHIBIT A.		
Description		Hourly Rate
Lead worker – regular business hours (8am-5pm) - Cost per hour		\$38.00
Helper - regular business hours (8am-5pm) - Cost per hour		\$22.00
Lead worker – after regular business hours - Cost per hour		\$54.00
Helper – after regular business hours - Cost per hour		\$33.00
Parts & Equipment Mark-Up	Materials to be supplied at actual cost plus Contractor's mark-up percentage	30%

INTERIOR AND EXTERIOR SIGNS – VENDOR POOL

1. SCOPE OF WORK

Contractor shall participate in a vendor pool and provide competitive pricing for quote requests on an as needed basis for the design, fabrication, provision, and installation of interior and exterior signage and monuments, such as, but not limited to, room identification, informational, regulatory, monument, directional wayfinding, building identification, and LED signs.

- 1.1. Activities in County buildings shall not be interrupted by Contractor work activities. Pricing shall include all costs associated for each project.
- 1.2. All work and materials shall be in strict compliance with all relevant Federal, State, County regulations, and manufacturer's equipment specifications. This is an indefinite quantity contract with no guarantee of dollar value.
- 1.3. For projects with a projected cost equal to or less than \$5,000.00, County Project Manager shall request a lump sum quote and issue a purchase order to the chosen Contractor with the ability to complete the project within the required time frame.
- 1.4. For projects with a projected cost over \$5,000.00, County Project Manager shall utilize the Request For Quote (RFQ) System. RFQ shall be a lump sum quote unless specified otherwise. Requests shall include the location, clearly defined project limits, and description of the scope of work to be completed. County Project Manager will issue a purchase order to the lowest price responsible Contractor with the ability to complete the work within the required time frame.
- 1.5. County may choose one Contractor to provide design services for a project. Design services shall provide all details and specifications for the required signage including, but not limited to sign dimensions, foundation design, electrical requirements, elevation pictures, material types, colors, finishes, and logos.
 - 1.5.1. Contractor shall be fully aware of signage requirements by State and Local governing bodies to ensure the design meets all required regulations.
 - 1.5.2. Completed designs shall be used for solicitations where sign costs exceed \$5,000. Designs shall not have identifying text or logos from the Contractor.
 - 1.5.3. Contractor understands design shall be used for solicitation purposes and Contractor shall be permitted to bid on the RFQ.
- 1.6. The additional pricing time and material section of Attachment 2 – Pricing, shall be used for design services, when work is not able to be clearly defined, or outside of areas listed in this Exhibit A.
- 1.7. Any discrepancy concerning the scope of work shall be resolved and confirmed by County Project Manager. Contractor shall not be entitled to any additional compensation for extra work performed without prior written confirmation from County Project Manager.

INTERIOR AND EXTERIOR SIGNS – VENDOR POOL

2. ACCIDENT PREVENTION AND BARRICADES

- 2.1. Precautions shall be exercised for the protection of persons and property.
- 2.2. Contractor(s) performing services shall conform to all relevant Federal, State, and County regulations.
 - 2.2.1. Any fines levied for failure to comply with requirements will be borne solely by the Contractor.
- 2.3. Contractor shall provide barricades when work is performed in areas traversed by the public or as deemed necessary by the County.

3. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 3.1. Be fully competent in all aspects of sign in a safe manner.
 - 3.1.1. Employ only skilled, qualified workers.
 - 3.1.2. Provide workmanship and materials, free of defects.
 - 3.1.3. Be responsible for damages caused as the result of completing projects.
- 3.2. Provide all-inclusive quotes to provide 100% turnkey projects.
 - 3.2.1. All items must be in accordance with all government 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).
 - 3.2.2. Include all required labor, material, hardware, tools, equipment, delivery, installation, plans, and engineering.
 - 3.2.3. Include costs for general housekeeping and work area clean up.
 - 3.2.4. Include travel time.
 - 3.2.5. Include licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable.
 - 3.2.6. Landscaping shall NOT be included in any quote.
- 3.3. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project.

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- 3.4. Correct all apparent and latent deficiencies or defects in work, and any work that fails to conform to specifications regardless of project completion status.
- 3.5. Any omissions of inherent technical functions or classes of work will not relieve the Contractor from performing the intended services in an acceptable manner.
- 3.6. Payment shall be provided as full payment for furnishing all materials, labor, and shall include the design, fabrication, mobilization, permits, electrical work, fuel, delivery, and installation of signs.

4. COUNTY RESPONSIBILITIES

County will:

- 4.1. Reserve the right to award to one or more Contractors.
- 4.2. Reserve the right to add, delete, or change services in conjunction with County needs.
- 4.3. Establish the criteria and final design for sign specifications.
- 4.4. Reserves the right to reject any or all proofs not in accordance with the specifications.
- 4.5. Reserves the right to inspection and final acceptance of work.

5. GRAPHIC STANDARD AND INSTALLATION

- 5.1. County logos will be provided to Contractor in these formats: jpeg, pdf, and eps.
- 5.2. Contractor shall not alter the County logo other than to resize proportionately as needed.
- 5.3. County requires signs to be durable, adaptable, and to meet State and County building and zoning requirements.
- 5.4. Maximum size for signs is as stated in the County and Cities within Lake County's Building Services requirements.
- 5.5. Proofs shall be provided and approved prior to the performance of any work.
- 5.6. Installation
 - 5.6.1. Verify and coordinate all work to field locations and dimensions.
 - 5.6.2. Provide for safety by installing devices such as temporary construction fencing and signage to areas that may be traversed by the public.
 - 5.6.3. Ensure utility locations have been marked prior to excavation and trenching. Call 811 before you dig (www.Sunshine811.com)

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- 5.6.4. Inform County if electrical work outside of the direct scope is required.
- 5.6.5. Remove and discard any existing signage, hardware, and adhesives.
- 5.6.6. Signage shall be affixed to adequate and compatible support substrates and structure for the performance of work.
- 5.6.7. Signage must not bear any manufacturer identifying marks visible in the normal positioning, altitude, or use of the sign item.
- 5.6.8. Date stickers shall be affixed to back of signs.
- 5.6.9. All project spoils and debris must be removed from the premises at the end of each workday.
- 5.6.10. All material, workmanship, and equipment will be subject to inspection and approval of the County.
- 5.6.11. Any work not installed in accordance with the specifications will be rejected by the County and will be replaced at Contractor expense.

6. WARRANTY REQUIREMENTS

All goods furnished shall be fully guaranteed by Contractor against factory defects and workmanship. Contractor shall correct all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to County.

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EXHIBIT B – INSURANCE REQUIREMENTS

23-409

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, 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. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. 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 that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

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

E. 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. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. 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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. 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.

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

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

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

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