



CONTRACT NO. 23-731

For

Office Furniture for Emergency Operations Center

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 **Designer's West Interiors, Inc.** (hereinafter "Contractor") to supply **Office Furniture for Emergency Operations Center** to the County pursuant to County Bid number 23-731 with any included addenda (hereinafter "Bid"), with an opening date of 4/20/2023, and Contractor's Bid response dated 4/18/2023, thereto with all County Bid provisions governing.

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

ATTACHMENTS:

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

Attachment 2 – Pricing Sheet

Addenda 1 & 2

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)

Exhibit D – Room Map

Exhibit E – Federally Required Clauses

Exhibit F – Additional Terms and Conditions

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.

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

LAKE COUNTY, FLORIDA

Ronald A. Falanga

By: Ronald A. Falanga

Procurement Services Director

Date: 5/25/2023

The undersigned hereby declares that: DESIGNERS WEST INTERIORS, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **OFFICE FURNITURE FOR EMERGENCY OPERATIONS CENTER** 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

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

2.0 PAYMENT

Contractor shall email elizabeth.gouveia-miner@lakecountyfl.gov or 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. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. 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.

Upon completion and acceptance of the work required in conjunction with the contract, the vendor shall submit one lump sum invoice that reflects the total value of the contract. This invoice must be submitted to the County user departments to which the required goods or services were delivered.

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 EXHIBIT E – FEDERALLY REQUIRED CLAUSES

I certify I have reviewed EXHIBIT E – FEDERALLY REQUIRED CLAUSES and accept as written.

YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

5.0 CERTIFICATION REGARDING EXHIBIT F – ADDITIONAL TERMS AND CONDITIONS

I certify I have reviewed EXHIBIT F – ADDITIONAL TERMS AND CONDITIONS and accept as written.

YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

6.0 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

7.0 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. N/A

8.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. 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 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

9.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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) American Woman not applicable and enter OSD Certification Number No number provided on the WBC/WBE certification and enter effective date 4/17/2023 to date 4/17/2025

10.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

11.0 FEDERAL FUNDING REQUIREMENT

11.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

11.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): PG1JM8VDNB33

12.0 RECIPROCAL VENDOR PREFERENCE

N/A

13.0 GENERAL VENDOR INFORMATION

Firm Name: Designers West Interiors, Inc.

Street Address: 5609 South Orange Avenue

City: Orlando State and ZIP Code: Florida, 32809

Mailing Address (if different): Same as above

Telephone: 407-601-3433 Fax: 407-704-3142

Federal Identification Number / TIN: 59-3127950

DUNS Number: 80-181-7495

14.0 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: *Kristin Becker*

Date: 4/18/2023

Print Name: Kristin Becker

Title: Owner & President

Primary E-mail Address: kbeckerdwi@aol.com

Secondary E-mail Address: kbecker.designerswest@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.



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Furniture for Emergency Operations Center

04/03/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Should the ports be on the bottom, or do they have to be up on the work surface also?
- R1. Prefer the power and the ports to be together. The ports are not to be clamped and should be on the bottom.**
- Q2. Pop ups and fabrics will have to be bid both ways. Can we include that on the pricing sheet?
- R2. Bid pricing that is not on the pricing sheet shall be added as an attachment.**
- Q3. Are chairs included in this bid?
- R3. Chairs are not included in this bid.**
- Q4. When would you like the project to be completed?
- R4. Hurricane season starts on June 1st. We would like the project to be completed before then.**
- Q5. That's the base of getting it attached to something that is not a soft wall. You are using a specific arm, correct?
- R5. There is an arm with no brand name.**
- Q6. But you want to get away from this?
- R6. Yes, the new workstations will have big screen monitors and they don't have a mount at all.**
- Q7. Is this mount one of the newer ones?
- R7. Yes. The mounts we're currently using has MB 1-1 but there are no names on them.**
- Q8. Did you still want a pencil drawer?
- R8. Yes.**
- Q9. What's going to happen with the tables down here? The black workstations?
- R9. There are currently fourteen workstations, and the bid is for sixteen (16) workstations. The additional two workstations and will replace them.**

Q10. Do you still need the existing cabinets?

R10. Yes. We will still use the existing cabinets.

Q11. Will we be accommodating the exact cart?

R11. Yes. We anticipate the cart and the two filing cabinets to be consolidated into one.

Q12. But you don't want us to do anything with that?

R12. Yes. The space is needed to communicate with the white board.

Q13. Can you elaborate on the three-year plan with the option to renew?

R13. The three-year maintenance plan will for needed maintenance that is above the manufacturer's warranty. A technician would fix any issues. For example, if someone bumped into the side panel and it became lose, a technician would come to repair it.

Q14. Would it include someone to come and refresh the fabric and clean?

R14. Only maintenance and the replacement of parts that does not include cleaning.

Q15. This room is used 24/7?

R14. This room is active on a 24/7 basis during hurricane season.

Q15. Do you want the desk standard sitting height?

R15. Yes.

Q16. Do you want the podium elevated?

R16. Yes. It should be counter height or 36".

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Designers West Interiors, Inc.

I hereby certify that my electronic signature has 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.

Signature of Legal Representative Submitting this Bid: *Kristin Becker*

Date: 4/18/2023

Print Name: Kristin Becker

Title: Owner & President

Primary E-mail Address: kbeckerdwi@aol.com

Secondary E-mail Address: kbecker.designerswest@gmail.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Furniture for Emergency Operations Center

04/03/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q17. Per Addendum No. 1, Q1. Conflicts with the Scope of Work, 6. Project Specifications, Item 6.6: Would you kindly confirm where you want the power, data & USB? Above the worksurface in the panel (we call it beltway power) or in the bottom/base of the panel?

R17. Either above or below the worksurface is fine, just not in the worksurface itself.

Q18. The most cost effective non surface mounted monitor bracket we usually recommend is the first picture attached. Please let us know if this is acceptable. If not could you please provide us with an image that is acceptable.

R18. The pictured bracket mount is acceptable.



Q19. The most cost effective and efficient Power, Data and USB station we recommend is the second attached picture. We prefer this unit because it is a pop up desk mounted unit that saves valuable surface space. Please let us know if this is acceptable. If not could you please provide us with an image that is acceptable.



R19. An alternate option other than the picture provided is preferred. Alternate options shall be provided by the vendor.

Q20. Can the height of the back and side panels be 46" for both. Just FYI, 48" provides full privacy in a seated position. Please let us know if 46" is acceptable or let us know the preferred height of both the back and side panels. Our factory can cut these panels any height you prefer.

R20. See Scope of Work, Sections 6.8, 6.9, and 6.10.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Designers West Interiors, Inc.

I hereby certify that my electronic signature has 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.

Signature of Legal Representative Submitting this Bid: *Kristin Becker*

Date: 4/18/2023

Print Name: Kristin Becker

Title: Owner & President

Primary E-mail Address: kbeckerdwi@aol.com

Secondary E-mail Address: kbecker.designerswest@gmail.com

OFFICE FURNITURE FOR EOC/CIL**1. SCOPE OF WORK**

Furnish and install sixteen sit only cubicle workstations to replace the existing workstation furniture for the Emergency Operations Center Customer Information Line (EOC/CIL). Workstations shall be ergonomically designed to meet ANSI/HFES 100-2007, Human Factors Engineering of Computer Workstations Standards that accommodate the 5th to 95th percentile of male and female users. Workstations shall be constructed of materials that have been proven durable in the twenty-four (24) hour use environment.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any resulting contract(s). The County's intent is to order sixteen workstations with the possibilities of additional purchases in the future. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 2.1. Furnish all labor, tools, and equipment necessary to complete the project.
- 2.2. Confirm the provided measurements prior to the commencement of work.
- 2.3. Coordinate all work with County divisions as required for installations.
- 2.4. Employees of the Contractor are required to wear a company work shirt with a company name or identifying logo clearly visible.
- 2.5. Maintain a clean and safe environment.
- 2.6. Be responsible for damages caused as the result of completing the project.

3. COUNTY RESPONSIBILITIES

County will:

- 3.1. Reserve the right to choose furniture finishes and color scheme.
- 3.2. Reserves the right to add or remove services in conjunction with the County's needs.
- 3.3. Disassemble and remove existing furniture and equipment prior to the commencement of work.
- 3.4. County shall install computer equipment, mount monitors to slat wall and install telephones.
- 3.5. County shall install electrical connection to hardwire.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 4.1. Delivery shall be FOB – Destination Inside Delivery.
- 4.2. Project shall be completed within six (6) months after receipt of notice to proceed.

5. MAINTENANCE PLANS

- 5.1. Contractor shall provide for a three (3) or a five (5) year maintenance plan with the option to renew.
- 5.2. Contractor shall respond to maintenance requests within forty-eight (48) hours of notification.

OFFICE FURNITURE FOR EOC/CIL

5.3. The maintenance cost shall include all costs associated for the repair and maintenance services of the cubicles.

6. PROJECT SPECIFICATIONS

6.1. Furnish and install sixteen (16) sit only cubicle workstations for the Lake County Emergency Operations Center Customer Information Line (EOC/CIL) Room # 230.

6.2. Dimensions of the room are approximately 400” deep by 200” wide. (555.6 square feet).

6.2.1. Contractor to confirm measurements prior to the commencement of work.

6.3. A measurement of eighty-seven- and three-quarter inches (87.75”) from the front of the room to the first cubicle is required to house existing cabinetry.

6.4. Eight (8) cubicles shall be installed on each side of the room. A total of sixteen (16) cubicles shall be installed.

6.5. Each cubicle shall have a worksurface of thirty-six inches wide by thirty inches in length (36” W x 30” L) with an installed center drawer.

6.6. Each cubicle shall offer two (2) a/c power ports, two (2) data ports and two (2) USB ports which will be in the rear fabric tile, above the worksurface but under the slotted tool tile, to maximum workspace.

6.7. Each cubicle will need Electrical Pass-Thru cabling and harnesses as necessary.

6.8. Height of rear panel not to exceed fifty-eight inches (58”).

6.9. Height of separating side panels not to exceed forty-six inches (46”).

6.10. Depth of separating side panels shall be a minimum of forty-two inches (42”).

6.11. Slotted tool tile shall be placed on rear panel allowing monitors to be mounted.

6.12. Each tile will be installed with appropriate cap and trims.

6.13. Supervisor podium with flat worksurface to match workstations.

6.14. Chairs shall not be included in the bid for this project.

7. WARRANTY REQUIREMENTS

7.1. Each workstation shall be provided with a manufacturer warranty and an installer warranty.

7.2. Warranty shall guarantee the workstation(s) will be free from defects in material and workmanship.

7.3. Defects in material and workmanship shall be addressed within forty-eight (48) hours after notice.

[The remainder of this page intentionally left blank]

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.

[The remainder of this page is intentionally left blank.]

TABLE OF CONTENTS

TABLE OF CONTENTS 1

DEFINITIONS 1

INSTRUCTIONS TO VENDORS 1

PREPARATION OF PROPOSALS 2

COLLUSION..... 2

PROHIBITION AGAINST CONTINGENT FEES 2

CONTRACTING WITH COUNTY EMPLOYEES 3

INCURRED EXPENSES 3

AWARD 3

GRANT FUNDING..... 3

STATE REGISTRATION REQUIREMENTS 4

PRIME CONTRACTOR..... 4

SUBCONTRACTING..... 4

DISADVANTAGED BUSINESSES 4

GENERAL CONTRACT CONDITIONS..... 4

GOVERNING LAW 4

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES..... 4

CONTRACT EXTENSION 5

MODIFICATION OF CONTRACT 5

ASSIGNMENT..... 5

NON-EXCLUSIVITY..... 5

OTHER AGENCIES 5

CONTINUATION OF WORK..... 5

WARRANTY 5

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR 5

COUNTY IS TAX-EXEMPT..... 6

SHIPPING TERMS, F.O.B. DESTINATION..... 6

ACCEPTANCE OF GOODS OR SERVICES..... 6

ESTIMATED QUANTITIES 6

PURCHASE OF OTHER ITEMS 7

SAFETY 7

MATERIAL SAFETY DATA SHEET (MSDS) 7

TOBACCO PRODUCTS 7

CLEAN-UP..... 7

PROTECTION OF PROPERTY 8

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES 8

TRUTH IN NEGOTIATION CERTIFICATE..... 8

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS..... 8

RESPONSIBILITY AS EMPLOYER..... 8

MINIMUM WAGES 9

PRICE REDETERMINATIONS..... 9

INDEMNIFICATION 9

TERMINATION FOR CONVENIENCE 9

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING..... 9
TERMINATION FOR DEFAULT..... 9
FRAUD AND MISREPRESENTATION 10
RIGHT TO AUDIT 10
PROPRIETARY/CONFIDENTIAL INFORMATION..... 10
PUBLIC RECORDS LAW..... 10
COPYRIGHTS 12
SOVEREIGN IMMUNITY..... 12
COMPLIANCE WITH FEDERAL STANDARDS 12
E-VERIFY 12
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) 12
FORCE MAJEURE 13
NO CLAIM FOR DAMAGES 13
CERTIFICATION REGARDING SCRUTINIZED COMPANIES 13
ANTI-TRAFFICKING RELATED ACTIVITIES 13
NOTICES 14

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 proposal 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

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. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- 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. 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 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. The County reserves the right to reject offers containing terms or conditions contradictory to the County’s.
- E. 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 can perform the requirements of a solicitation.
- F. The Vendor’s performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222 Local Vendor Preference](#).
- I. 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.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Lake County Protest Procedures](#).

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.

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 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 Awarded Vendor (Contractor) 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. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor 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.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and 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 Contractor 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 Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor 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 Contractor 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 Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor 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 Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the 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 complies 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 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 Contractor 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 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 Contractor 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 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 is in compliance with the terms in the contract.

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 Contractor 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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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.

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 if 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 Contractor 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 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 Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

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 such work 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. 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 Contractor 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 Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

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 \$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.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

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) calendar 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 entity with such Contractor 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 the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. 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 the contract.

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 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 contract:

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

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 the 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, the 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 the 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

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.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing 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 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 (HIPPA)

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 the contract, 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.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

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.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

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, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

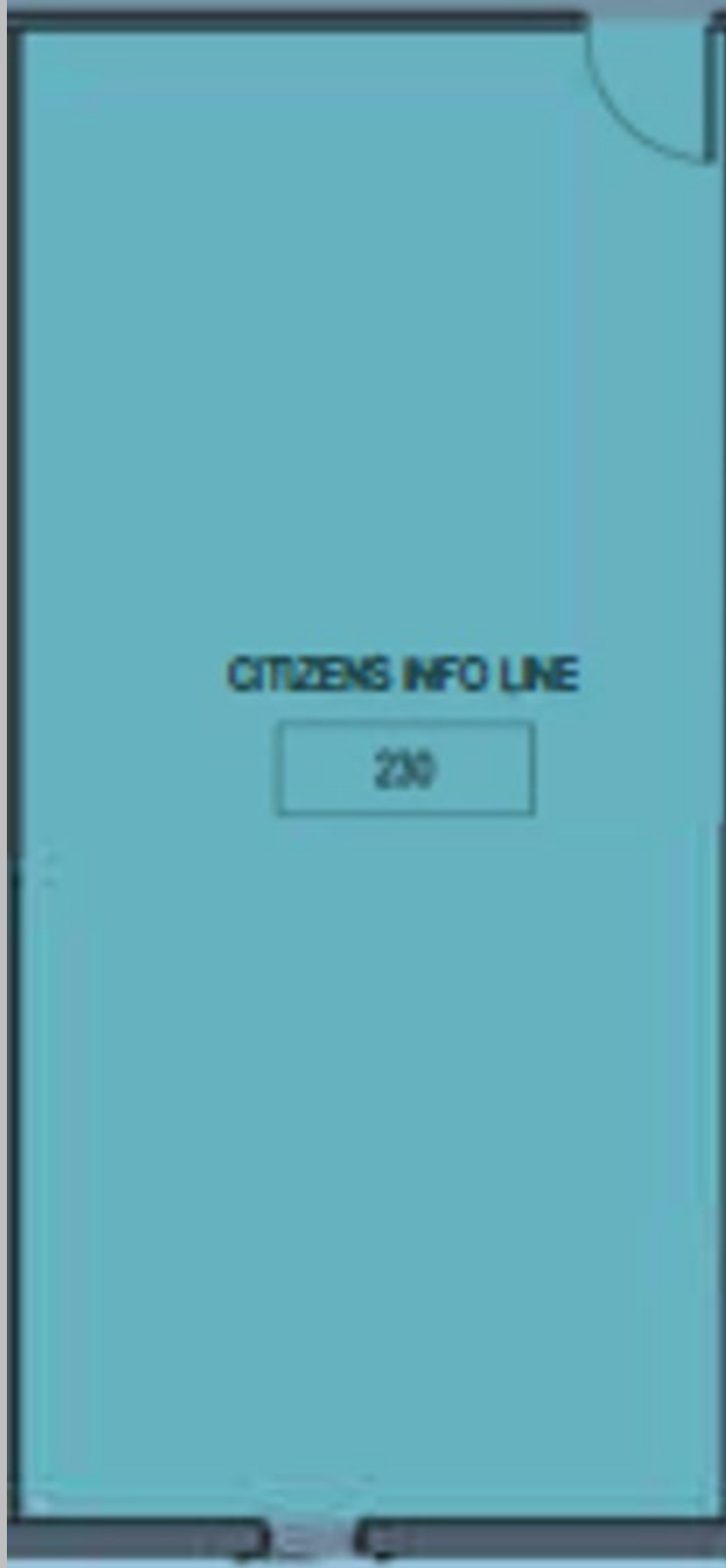


EXHIBIT D - ROOM MAP

23-731

OFFICE FURNITURE FOR EOC/CIL





WELCOME!
PLEASE SIGN IN
HERE
↓

GOODBYE/NIGHT!
PLEASE SIGN
OUT
HERE
↓

CIL SUPPLIES

Handwritten notes on a whiteboard, including the heading "DO NOT SIGN OUTS" and other illegible text.



CONTENTS

A. EQUAL EMPLOYMENT OPPORTUNITY 2

B. DAVIS-BACON AND RELATED ACT PROVISIONS..... 4

C. COPELAND ANTI-KICKBACK ACT 10

D. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY
STANDARDS ACT..... 10

E. CLEAN AIR ACT..... 11

F. FEDERAL WATER POLLUTION CONTROL ACT..... 12

G. SUSPENSION AND DEBARMENT 12

H. BYRD ANTI-LOBBYING AMENDMENT..... 12

I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS..... 13

J. PROCUREMENT OF RECOVERED MATERIALS 14

K. ACCESS TO RECORDS 14

L. DHS SEAL, LOGO, AND FLAGS 14

M. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS .. 14

N. NO OBLIGATION BY FEDERAL GOVERNMENT 15

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED
ACTS 15

P. DOMESTIC PREFERENCE FOR PROCUREMENTS 15

Q. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS
EQUIPMENT OR SERVICES..... 15

During the performance of this contract, Contractor agrees as follows:

A. EQUAL EMPLOYMENT OPPORTUNITY

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (I) and the provisions of paragraphs (I) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

B. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in [§ 5.1](#), the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor).

The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

1. Minimum wages (29 CFR 5.5)

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the

appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(1\)\(ii\) \(B\)](#) or [\(C\)](#) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from Contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

4. Apprentices and trainees (29 CFR 5.5)

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program

is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

5. Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6.Subcontracts. Contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7.Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8.Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9.Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

10.Certification of eligibility.

(i) By entering into this contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

C. COPELAND ANTI-KICKBACK ACT

Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may be appropriate instruction require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

D. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT

(1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. FEDERAL WATER POLLUTION CONTROL ACT

- (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at alt tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

J. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)

K. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) Contractor agrees to provide the County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the COUNTY and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

L. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA preapproval.

M. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

P. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Q. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

2. Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 1. Are not used as a substantial or essential component of any system; and
 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. Contractor shall report the following information pursuant to paragraph 4.a of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent

use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

R. Procurement of Recovered Materials under 2 CFR Part 200.323

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[The remainder of this page is intentionally blank.]

TABLE OF CONTENTS

INVOICES..... 2

LICENSES AND PERMITS..... 2

CONDITIONS..... 2

RENTAL..... 3

SUBCONTRACTOR..... 3

COUNTY RESPONSIBILITIES..... 3

AGREEMENT DOCUMENTS..... 3

CONTRACTOR PERSONNEL..... 4

SAFETY..... 7

FACILITIES PROVISIONS..... 9

SERVICE MATERIALS AND STORAGE..... 10

TIME FOR COMPLETION AND EXTENSIONS..... 11

CHANGES IN THE SCOPE OF SERVICES..... 11

SALES TAX RECOVERY PROGRAM..... 12

CLAIMS AND DISPUTES..... 13

ACCEPTANCE OF THE WORK AND FINAL PAYMENT..... 14

FINAL INSPECTION..... 14

MAINTENANCE OF WORK..... 14

FINAL ACCEPTANCE..... 15

WAIVER OF CLAIMS..... 15

TERMINATION OF CONTRACTOR’S RESPONSIBILITIES..... 15

RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT..... 15

WARRANTIES..... 15

SANITATION..... 17

SUBMITTALS AND EQUAL PRODUCTS..... 17

FEES..... 17

RETURN OF MATERIALS..... 18

RETAINING OTHER CONTRACTORS..... 18

ACCURACY..... 18

BUSINESS HOURS OF OPERATION..... 18

PROTECTION OF PROPERTY..... 19

RISK OF LOSS/ACCIDENT NOTIFICATION..... 19

INVOICES

CONTRACTOR shall submit an original invoice to COUNTY after work has been completed via email (FacilitiesInvoices@LakeCountyFL.gov). Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by the PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY's discretion. COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Work proposals shall be based on either time and material rates, or lump sum rate based as indicated in Exhibit A – Scope of Work. When time and material rates are specified in a contract rather than a lump sum the pricing section shall include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments.

The invoice shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

A. Work \$25,000 and Under: COUNTY will provide a lump sum payment when all work tasks are completed by CONTRACTOR and approved by COUNTY Project Manager. For COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth herein.

B. Work Greater than \$25,000: CONTRACTOR may receive periodic payments on a 30-day interval for Work tasks completed during that period by CONTRACTOR and approved by COUNTY Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth in this Section.

LICENSES AND PERMITS

CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Work. When time and material rates are used, CONTRACTOR shall be allowed to invoice for actual permit cost plus 15% markup. CONTRACTOR will remain appropriately licensed throughout the course of the Work. Failure to maintain all required licenses will entitle COUNTY to terminate this Agreement.

CONDITIONS

CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles, or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

RENTAL

Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work and was not included in the original estimate.

SUBCONTRACTOR

When time and material rates are specified in a contract rather than a lump sum and CONTRACTOR uses a subcontractor to complete the assigned work, the cost of the subcontractor shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the subcontractor. A copy of the subcontractor invoice to CONTRACTOR shall accompany the invoice submitted to COUNTY. Within five (5) calendar days after award of any subcontract, CONTRACTOR shall deliver to COUNTY a statement setting forth the name and address of the subcontractor, a summary of the work subcontracted and a copy of the subcontract.

COUNTY RESPONSIBILITIES

A. Project Manager: COUNTY will designate a COUNTY staff member to act as COUNTY Project Manager. It is agreed to by the parties that COUNTY Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and about the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this Agreement. COUNTY Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. COUNTY will pay in accordance with the provisions set forth in this Agreement. COUNTY retains the right to inspect all work to verify compliance with the agreement documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used.

AGREEMENT DOCUMENTS

A. Definitions: For purposes of this Agreement, the term “agreement documents” includes all bid documents, drawings, the Scope of Services, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement. It is the intent of the agreement documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the agreement documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of COUNTY. CONTRACTOR will immediately notify COUNTY Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with COUNTY and with other contractors on the job site. All work will be done in accordance with the agreement documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of COUNTY.

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

CONTRACTOR PERSONNEL

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful, and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged and will not again be employed without the written consent of COUNTY. Should CONTRACTOR fail to remove such person or persons, COUNTY may withhold all payments which are or may become due or may suspend the work with approval of COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

C. Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-

residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

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

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, always while the work is being performed. In the event COUNTY determines ID badges are necessary, COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site.

F. Employee Documentation: If required by COUNTY for a Service, CONTRACTOR will provide COUNTY Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will be titled with the Company's name, the person's name, and the person's birthdate.

Example: ACME Plumbing - John H. Smith - 10/10/96. The documentation will include Full name, Address, Email address, Telephone number, copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake COUNTY Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by COUNTY Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake COUNTY Sheriff's Office at no expense to CONTRACTOR.

H. Background Check: Background checks may be performed by the Lake COUNTY Sheriff's Office for projects or services being done at the Lake COUNTY Courthouse at no expense to CONTRACTOR. On sites other than the Lake COUNTY Courthouse, all personnel, subcontractors, and representatives of CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background

Check.” A copy of the “Certified Background Check” will be supplied to COUNTY Project Manager prior to any work starting. COUNTY Project Manager will notify CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR’S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which may also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys may be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: Should an identification badge, proximity card or key is lost, stolen, or damaged, CONTRACTOR will immediately notify COUNTY Project Manager. Personnel, subcontractors, and representatives of CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from CONTRACTOR’S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then an annual report due each anniversary of the initial report date for all employees currently being utilized for Projects or Services for COUNTY. All additions or changes will be highlighted in yellow. Reports will be provided for the duration. The report will be delivered electronically in PDF format to the Lake COUNTY Sheriff’s Office Representative, the Facilities Maintenance Division Supervisor, and COUNTY Project Manager. Reports will include the following information for each employee: individual’s name, birthdate, and driver’s license number; identification badge/proximity card number, all facilities where the employee works, all facilities accessible by proximity card or key, the date the identification badge/proximity card was issued, dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage; and the date that the individual left employment of CONTRACTOR and the date the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact COUNTY Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for COUNTY. CONTRACTOR will contact COUNTY Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At completion, CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

CONTRACTOR will be responsible to COUNTY for the acts and omissions of CONTRACTOR’S subcontractors and of persons either directly or indirectly employed by them.

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

CONTRACTOR will cause its subcontractors and suppliers to comply with the schedule and applicable sub-schedules.

CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by COUNTY to CONTRACTOR. A copy of the Affidavit may be provided by request to COUNTY.

N. Emergency Contact: Dependent on COUNTY needs, CONTRACTOR will have a responsible person available at, or reasonably nearby, on a 24-hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to COUNTY Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

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

SAFETY

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

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

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

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

E. Should the work site be in a hazardous area, COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets (SDS), or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

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

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of COUNTY.

I. CONTRACTOR must have sufficient and Service site appropriate cleaning supplies and equipment, including vacuum cleaners, on-site for clean-up. CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with COUNTY Project Manager. If at any time CONTRACTOR fails to clean up the work area to acceptable levels COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

J. CONTRACTOR will confine all equipment, materials and operations to the site and areas identified in the agreement documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONTRACTOR is responsible for notifying COUNTY of any hazardous materials used on the work site and providing COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by CONTRACTOR will be reported immediately to COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 C.F.R. 1910.1200(g), and include the following information:

- i. Section 1: Identification
- ii. Section 2: Hazard(s) identification;
- iii. Section 3: Composition/information on ingredients;
- iv. Section 4: First-aid measures;
- v. Section 5: Fire-fighting measures;
- vi. Section 6: Accidental release measures;
- vii. Section 7: Handling and storage;
- viii. Section 8: Exposure controls / personal protection;
- ix. Section 9: Physical and chemical properties;
- x. Section 10: Stability and reactivity;
- xi. Section 11: Toxicological information;
- xii. Section 12: Ecological information;
- xiii. Section 13: Disposal considerations;
- xiv. Section 14: Transport information;
- xv. Section 15: Regulatory information; and
- xvi. Section 16: Other information, including date of preparation or last revision. .

FACILITIES PROVISIONS

A. **Underground Utilities:** Any required digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities because of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs if damage has occurred. CONTRACTOR will notify COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

B. General Inspection Requirements:

- i. CONTRACTOR will furnish COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If COUNTY so requests, CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.
- ii. If COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent COUNTY'S later rejection when such defect is discovered, nor obligate COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- iii. If, during or prior to construction operations, COUNTY rejects any portion of the work on the grounds that the work or materials are defective, COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If

CONTRACTOR fails to correct the deficiency within the seven calendar days, COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by COUNTY. COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.

- iv. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the agreement documents, within the time indicated in writing, COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by COUNTY, whether direct, indirect, or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance attributable to the exercise by COUNTY of COUNTY'S rights and remedies hereunder.
- v. If CONTRACTOR fails to honor the change order, COUNTY may terminate this Agreement. In the event COUNTY Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, COUNTY Project Manager will then make a determination if the work will be accepted and remain in place. In this event, COUNTY Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the agreement price for such work or materials necessary to conform to the determination based on COUNTY Project Manager's professional judgment.
- vi. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this agreement.

SERVICE MATERIALS AND STORAGE

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

B. Materials will be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by COUNTY, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will

be the sole responsibility of CONTRACTOR and CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials, or products containing toxic substances are to be used at any time, CONTRACTOR will furnish a Safety Data Sheet to COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

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

TIME FOR COMPLETION AND EXTENSIONS

A. A written notice to proceed or a Purchase Order with instruction is required for CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the agreement documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work because of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify COUNTY in writing within 24 hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

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

CHANGES IN THE SCOPE OF SERVICES

A. COUNTY may, by written change order, in accordance with COUNTY Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes. Both COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the agreement unit values if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the agreement price.

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

For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by COUNTY. In such case, CONTRACTOR will keep and present to COUNTY an itemized accounting together with appropriate supporting data.

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

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

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

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by CONTRACTOR.

SALES TAX RECOVERY PROGRAM

In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by COUNTY, the following procedures will apply:

A. COUNTY, through the Office of Facilities Management, shall determine whether COUNTY will directly purchase certain materials required. CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, COUNTY will determine whether it will directly purchase certain materials. COUNTY shall notify CONTRACTOR in writing of the specific materials which are intended to be purchased.

B. Within ten (10) calendar days from receipt of the written notice described above, CONTRACTOR shall advise COUNTY in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that CONTRACTOR directs that COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which CONTRACTOR requests that COUNTY include in the Purchase Order to the vendor.

C. COUNTY may, but is not required to, provide CONTRACTOR with the proposed Purchase Order for the materials. In that case, CONTRACTOR shall review the Purchase Order for compliance with the Agreement, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by CONTRACTOR as defined hereinabove, CONTRACTOR shall provide COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will

comply with the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

D. COUNTY, through the Office of Facilities Management, will place the Order for the materials with the vendor.

E. COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by CONTRACTOR. After the materials are delivered to the location designated by CONTRACTOR, CONTRACTOR will have full responsibility for storage, protection, risk-of-loss, and installation pursuant to the Agreement, including, without limitation, the plans, specifications, and Construction Schedule.

F. The vendor will invoice COUNTY directly for the materials purchased from the vendor. COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this Section, CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by CONTRACTOR. Nothing in this Agreement will revise or modify CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE AGREEMENT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF COUNTY.

COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with COUNTY policy and the Change Order will become a part of the Agreement Documents. CONTRACTOR'S fee will be calculated on the basis that CONTRACTOR, rather than COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by COUNTY under this program.

CLAIMS AND DISPUTES

A. Claims by CONTRACTOR will be made in writing to COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the Section in this Agreement entitled "Changes in Work."

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

C. Claims by CONTRACTOR will be resolved in the following manner:

Upon receiving the claim and supporting data, COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, COUNTY will specify the grounds for denial. CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify COUNTY that the original claim stands as is.

If the claim is not resolved, COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake COUNTY, Florida.

Claims by COUNTY against CONTRACTOR will be made in writing to CONTRACTOR as soon as the event leading to the claim is discovered by COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, COUNTY will have the option to submit the matter to mediation as set forth in the preceding paragraph above.

Arbitration will not be considered as a means of dispute resolution.

No claim for damages or any claim other than for an extension of time will be made or asserted against COUNTY by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ACCEPTANCE OF THE WORK AND FINAL PAYMENT

The work and services rendered under this Agreement will remain the property of CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by COUNTY and will comply with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

FINAL INSPECTION

When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has been satisfactorily completed, COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from CONTRACTOR. COUNTY will notify CONTRACTOR, if necessary, of any deficiencies, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

MAINTENANCE OF WORK

CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by COUNTY. All insurance will be maintained until final acceptance by COUNTY.

FINAL ACCEPTANCE

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

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

WAIVER OF CLAIMS

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

TERMINATION OF CONTRACTOR'S RESPONSIBILITIES

This Agreement will be considered complete when all work has been completed and accepted by COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

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

WARRANTIES

A. All warranties will begin on the date of COUNTY'S acceptance which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans or specifications. CONTRACTOR will obtain and assign to COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated.

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

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the Scope of Services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by COUNTY Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to COUNTY.

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

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, COUNTY will suffer financial loss if the work is not completed within the time specified. COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. Work will be deemed to be completed on the date the work is considered complete to the satisfaction of COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of COUNTY’S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25

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

F. COUNTY will retain from the compensation to be paid to CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing work within the time specified, COUNTY may require CONTRACTOR to stop work on any other project or service to COUNTY until the work specified in this Agreement is complete and the Liquidated damages Sum is satisfied.

SANITATION

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

SUBMITTALS AND EQUAL PRODUCTS

A. Submittals of products required hereunder, will be supplied to COUNTY by CONTRACTOR for pre-approval prior to the start of the work. These documents will be provided to COUNTY at least one week before the installation.

B. If a product or service requested by COUNTY has been identified in the specifications by a brand name and has not been notated as a “No Substitute” item, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to COUNTY. COUNTY will decide whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated “No Substitute.”

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

FEES

The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY’S

labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to COUNTY by other agencies having jurisdiction, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

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

RETURN OF MATERIALS

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

RETAINING OTHER CONTRACTORS

Nothing herein will be deemed to preclude COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the work provided under this Agreement. While COUNTY has listed all major items which are utilized by COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor, or to acquire the items through a separate solicitation.

ACCURACY

During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all work furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from work provided herein.

BUSINESS HOURS OF OPERATION

Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or COUNTY Holidays, unless permission to work has been requested in writing by CONTRACTOR and approval, in writing, has been granted by COUNTY. Request for permission to work must be received by COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the

case of an emergency in which the emergency specification as outlined in General Terms and Conditions would apply. COUNTY Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established, if necessary, because of problems with noise or similar difficulties affecting other COUNTY facilities, COUNTY operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, COUNTY may assess CONTRACTOR the sum of \$250.00 per person per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

PROTECTION OF PROPERTY

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

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

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

RISK OF LOSS/ACCIDENT NOTIFICATION

CONTRACTOR assumes the risk of loss of damage to COUNTY's property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to COUNTY. CONTRACTOR will immediately repair, replace, or make good on the loss or damage without cost to COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. If while completing work as part of this Agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to COUNTY.

[The remainder of this page is intentionally blank.]