



For
Agricultural Chemicals for Lake County Water Authority (LCWA) Locations

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 **Nutrien Ag Solutions, Inc** (hereinafter "Contractor") to supply **Agricultural Chemicals** to the LCWA pursuant to County Bid number 25-446, with an opening date of 8/5/2025, and Contractor's Bid response dated 7/25/2025, 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
- Addendum 1 – posted on 07/28/2025
- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements
- Exhibit C – Lake County Water Authority General 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.

This Contract is effective from 10/1/2025 through 9/30/2026, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the Lake County Water Authority. This Contract provides for two (2) two (2) year renewals at Lake County Water Authority's sole option at the terms noted in the Bid.

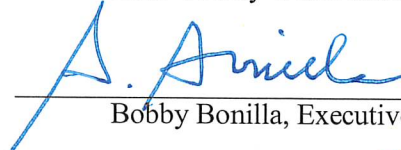
Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

Approved as to form and legality:



Attorney for LCWA

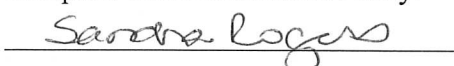
Lake County Water Authority



Bobby Bonilla, Executive Director

Date: 9-25-25

Complies with Procurement Policy:



The undersigned hereby declares: Nutrien Ag Solutions, 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 **AGRICULTURAL CHEMICALS** 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. TERM OF CONTRACT

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

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

Contractor shall email LCWAinvoices@lakecountyfl.gov 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.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: NO

Vendor accepts MasterCard for payment: YES

3. CERTIFICATION REGARDING LAKE COUNTY WATER AUTHORITY TERMS AND CONDITIONS

I certify that I have reviewed and accept the Lake County Water Authority General Terms and Conditions dated 5/6/24 as written including the Proprietary/Confidential Information section.
YES

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

4. CERTIFICATION REGARDING FELONY CONVICTION

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

5. 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. Click or tap here to enter text.

6. 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. Vendor will comply with Florida Statutes regarding background investigations. 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

7. 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) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8. 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.

9. FEDERAL FUNDING REQUIREMENT – N/A**10. LOCAL VENDOR PREFERENCE – N/A****11. GENERAL VENDOR INFORMATION**

Firm Name: Nutrien Ag Solutions, Inc.

Street Address: 140 Arkansas St.

City: Monticello State and ZIP Code: AR 71655

Mailing Address (if different): P.O. Box 557 Monticello, AR71657

Telephone: 407-466-8360

Purchase Order Email Address: Click or tap here to enter text.

Federal Identification Number / TIN: 04-3769161

12. 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: *Tim Smith*

Date: 7/25/2025

Print Name: Tim Smith

Title: Senior Director

Primary E-mail Address: Stephanie.walters@nutrien.com

Secondary E-mail Address: timothy.smith@nutrien.com

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

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NUTRIEN AG SOLUTIONS, INC.

SAVE AND SUBMIT AS AN EXCEL FILE

If there are other container sizes available than what is listed, add each line item under Item #42.

Item #	Item Description	Preferred Container Size/Unit	Unit Price (per gal/qt/pt/lb)	Proposed Container Size/Unit	Units Per Case	Total Case Price	Pre-Approved Alternate Brand and Product Number
EX1	CHEMICAL - BRAND C	2.5 gal	\$ 15.00	1.00 gal	4	\$ 60.00	Chemical Brand H, EPA #74512
	CHEMICAL - BRAND C	2.5 gal	\$ 14.25	2.50 gal	2	\$ 71.25	Chemical Brand H, EPA #74512
EX2	CHEMICAL - BRAND A	15 lb	\$ 47.52	15.00 lb	2	\$ 1,425.60	As-Specified
	CHEMICAL - BRAND A	15 lb	\$ 47.52	30.00 lb	1	\$ 1,425.60	As-Specified
1	Weedar 64	2.5 gal	\$ 19.50	2.50	2	\$ 97.50	Platoon
2	Rodeo - No Substitute	2.5 gal	\$ -			\$ -	Discontinued
3	Generic Aquatic Glyphosate (minimum 51%)	2.5 gal	\$ 22.50	2.50	2	\$ 112.50	Aquaneat
4	Aquathol Granular Super K	20 lb	\$ 21.50	20.00	2	\$ 860.00	Aquathol Super K
5	Aquathol K Liquid	2.5 gal	\$ 83.30	2.50	2	\$ 416.50	Aquathol k
6	Clearcast - No Substitute	1 gal	\$ 304.78	1.00	2	\$ 609.56	Clearcast
7	Clearcast - No Substitute	15 gal	\$ 304.19	15.00	1	\$ 4,562.85	Clearcast
8	Cutrine Plus/Cutrine FL909	1 gal	\$ -			\$ -	
9	Cutrine Plus/Cutrine FL909	2.5 gal	\$ 27.50	2.50	2	\$ 137.50	Cutrine FL 909
10	D-Limonene 100% - Cidekick	2.5 gal	\$ 25.50	2.50	2	\$ 127.50	Cidekick 2 available at a lower cost
11	Defoamer (10% or Greater) - Foambuster	1 pt	\$ -			\$ -	
12	Galleon - No Substitute	1 qt	\$ 707.12	1.00	6	\$ 4,242.72	Galleon
13	Habitat BASF - No Substitute	2.5 gal	\$ 125.00	2.50	2	\$ 625.00	other Imazapyr is available for lower cost
14	Hydrothol 191 Granular	20 lb	\$ 4.10	20.00	2	\$ 164.00	Hydrothol Gr
15	Hydrothol 191 Liquid	2.5 gal	\$ 86.70	2.50	2	\$ 433.50	Hydrothol
16	Polymer (30% or Greater) - Non-Ionic (Drift) - Pro-Mate Accuracy	1 gal	\$ 35.00	1.00	4	\$ 140.00	Reign LC
17	Polymer (30% or Greater) - Non-Ionic (Sinking) - PolyAn	1 gal	\$ -			\$ -	
18	Sonar AS - No Substitute	1 gal	\$ 2,115.34	1.00	4	\$ 8,461.36	Sonar AS
19	Sonar	1 gal	\$ 2,000.00	1.00	4	\$ 8,000.00	Avast
20	Sonar Genesis	1 gal	\$ 311.38	1.00	1	\$ 311.38	Sonar Genesis
21	Diquat dibromide - Tribune	2.5 gal	\$ 47.00	2.50	2	\$ 235.00	Tribune
22	Reward Sygenta - No Substitute	2.5 gal	\$ 96.00	2.50	2	\$ 480.00	Reward
23	Flumioxazin 51%	5 lb	\$ 36.00	5.00	4	\$ 720.00	Schooner
24	Buffer - Buffer PS	5.5 gal	\$ -			\$ -	
25	Tradewind - No Substitute	5x1 (4x8oz) ea	\$ 1,550.80	1.00	1	\$ 1,550.80	Tradewind
26	Imazapyr - Polaris	2.5 gal	\$ 63.00	2.50	2	\$ 315.00	Polaris or Arsenal
27	Clipper SC	64 oz	\$ 275.00	1.00	2	\$ 550.00	price per gallon Flumigard SC
28	Procellacor SC 100 PDU x 2 (200 PDU)	2 unit	\$ 49.00	1.00	200	\$ 9,800.00	ProcellaCOR
29	Procellacor SC 12 PDU x 6 (72 PDU)	6 unit	\$ 49.00	1.00	72	\$ 3,528.00	ProcellaCOR
30	F-239 Degreaser	55 gal	\$ 18.85	1.00	4	\$ 75.40	F-239
31	Esplanade EZ	2.5 gal	\$ 79.00	2.50	2	\$ 395.00	Roundup Quickpro SC total
32	Esplanade 200 SC	1 qt	\$ 415.36	1.00	4	\$ 1,661.44	Esplanade sc quarts
33	Esplanade 200 SC	2.5 gal	\$ 1,509.12	2.50	2	\$ 7,545.60	Esplanade sc
34	Basal Oil (AF)	1 gal	\$ 10.75	11.25	1	\$ 120.94	Bark oil red drum
35	Basal Oil (Impel Red)	1 gal	\$ -			\$ -	
36	Generic Glyphosate	2.5 gal	\$ 19.00	2.50	2	\$ 95.00	Makaze
37	Ranger Pro	2.5 gal	\$ -			\$ -	
38	Garlon 4 Ultra	2.5 gal	\$ 82.00	2.50	2	\$ 410.00	Element available
39	Milestone	1 qt	\$ 81.25	1.00	12	\$ 975.00	Milestone
40	Milestone	2.5 gal	\$ 325.00	2.50	2	\$ 1,625.00	Milestone
41							

Item #	Item Description	Preferred Container Size/Unit	Unit Price (per gal/qt/pt/lb)	Proposed Container Size/Unit	Units Per Case	Total Case Price	Pre-Approved Alternate Brand and Product Number
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Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

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

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	are determined based on cost from the manufacturer
Which does the firm use: Diesel fuel or Gasoline?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%
Must equal 100%	0.00%



Office of Procurement Services

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

SOLICITATION: Agricultural Chemicals

07/28/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

QUESTIONS/RESPONSES

Q1. Please provide FY2024 purchases under the current contract.

A. See below:

- 150 @ 2.5 gal.: Aquathol K (Liquid)
- 10 @ 20 lbs.: Aquathol Super K (Granular)
- 10 @ 2.5 gal.: Round-Up Custom(Glyphosate)
- 4 @ 2.5 gal.: Aqua Master (Glyphosate)
- 16 @ 1 gal.: Semera SC(flumioxazin)
- 8 @ 2.5 gal.: Buffer Extra Strength (conditioner/PH buffer)
- 72 @ 2.5 gal.: Cidekick (spreader/sticker)
- 144 @ 1 gal.: Promate Accuracy (drift control)
- 38 @ 2.5 gal.: Tribune (Diquat)
- 36 @ 2.5 gal.: Weedar 64 (2,4-D Amine)
- 4 @ 1 gal.: Clearcast (Imazamox)

ACKNOWLEDGEMENT

Firm Name: Nutrien Ag Solutions, 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:

Date 9/2/2025

Print Name: Tim Smith

Title: Senior Director

Primary E-mail Address: timothy.smith@nutrien.com

Secondary E-mail Address: stephanie.walters@nutrien.com

**EXHIBIT A – SCOPE OF WORK/SERVICES
AGRICULTURAL CHEMICALS**

25-446

The Lake County Water Authority (LCWA) is responsible for maintaining the health and safety of Lake County's waterways. The Lake County Board of County Commissioners (BOCC) manages the practical application of this mission for the LCWA, therefore, Lake County Board of County Commissioners staff will hold the role of designee for the LCWA Project Manager.

1. GENERAL

- 1.1. Contractor(s) is qualified and licensed to furnish the LCWA with agricultural chemicals.
- 1.2. Each division purchasing under the resulting Contract(s) will issue its own purchase order(s) throughout the contract period as needed and shall schedule and expedite its own orders.
- 1.3. Product(s) shall be received, inspected and tested.
- 1.4. When non-conforming shipments occur, the department shall seek remedy with the Contractor.
- 1.5. The Contractor shall notify the ordering division of any discrepancies prior to shipment. No price changes, freight charges, administrative fees, or other alterations of bid prices will be allowed after acceptance of the order.

2. PRICE EVALUATION REQUIREMENTS

- 2.1. All pricing submitted shall be inclusive of all shipping and handling charges. Contractor will not be permitted to charge a fuel surcharge, and all freight charges will be prepaid.
- 2.2. Price(s) proposed shall be per unit of measurement.
- 2.3. Due to the fluidity of the market, it is understood that Contractors cannot lock in product pricing. The product manufacturer determines and establishes the product price. As such, the LCWA may request quotes for current pricing prior to orders being placed.

3. PRODUCTS:

- 3.1. All items must be identified by brand name and/or product number or must read "as specified." Failure to comply may result in disqualification of the bid submittal.
- 3.2. Vendor shall bid on the preferred size. If container sizes on the pricing sheet are not available, add the discrepancy at the bottom of the pricing sheet.
- 3.3. Contractor must promptly provide, at no cost to the LCWA, qualified technical personnel at a job site to assist solving any problems resulting from the use of Contractor's product(s).
- 3.4. Fertilizers must be a turf and ornamental grade. All Contractors shall have a copy of the mix or batch sheet submitted with Vendor solicitation response.

4. BRAND NAME OR EQUIVALENT/DEVIATIONS

- 4.1. Unless otherwise specified, the mention of a manufacturer's brand name on the Pricing Sheet does not imply this is the only brand that will be considered for purchase. The reference is intended solely to designate the type or quality of product that is acceptable.
- 4.2. Equivalent and Deviation products will be considered.
 - 4.2.1. Contractor may submit deviations with descriptive literature on the Pricing Sheet and supporting literature for review.

4.2.1.1. Samples and possibly additional information may be requested to assist in the valuation process. Deviations should be kept “like” in alternative recommendations.

4.2.2. No substitute will be considered for products marked as “No Substitute”.

The determination as to whether any submitted equivalent product or a deviation is acceptable shall be made by the LCWA and such determination shall be made final and made known through issuance of an addendum to the Solicitation

5. STOCK LEVELS SHALL BE MAINTAINED BY VENDOR

Contractor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the LCWA of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the Contractor, the LCWA reserves the right to cancel the order, purchase the goods elsewhere, and charge the Contractor for any re-procurement costs incurred by the LCWA. If the Contractor fails to honor these re-procurement costs, the LCWA may terminate the Contract for default.

6. DELIVERY AND AVAILABILITY

6.1. Confirmation of all orders and backordered items shall be provided by email to the ordering department within one (1) business day from the time the order is placed. Orders shall be available for delivery no later than two (2) business days from receipt of the order. Orders that total over six (6) boxes shall be delivered by freight at no additional charge to the LCWA.

6.2. No minimum orders shall be required, either in quantity or cost. Contractor shall not charge the LCWA any shipping or freight costs for any minimum orders.

6.3. If an order is placed for a product that is out of stock and a substitution is available, this must be communicated to the department and approved prior to delivery. Any substituted product received that does not have prior approval will not be accepted and will be returned at Contractor’s expense.

6.4. Non-stock product(s) shall be made available for delivery, no later than ten (10) business days from receipt of order.

6.5. Any items received by the LCWA in error, wrong item proposed, equivalent was not approved by department, or equivalent is deemed not equal quality by the department, the Contractor will be required to provide a Return Merchandise Authorization (RMA) label at no charge to the LCWA.

6.6. Contractor will provide a written notice within twenty-four (24) hours of any product covered by this contract that the Contractor has placed on backorder. Contractor’s backorder notification will include:

6.6.1. The product(s) placed on backorder

6.6.2. The reason for the backorder

6.6.3. The expected timeline for receipt of the backorder

6.7. Deliveries are to be performed during the hours of 8:00 am. To 3:00 p.m. (EST) Monday through Friday. Contractor shall notify their freight companies of the delivery hours.

7. REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by a manufacturer during the term of the Contract shall be passed on by the Contractor(s) to the LCWA. It shall be the responsibility of the Contractor to notify the LCWA of such rebates and/or special promotions during the Contract.

Special promotions shall be offered by the Contractor(s) to the LCWA provided that the new price charged for the item(s) is lower than would otherwise be available through the Contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard Contract price shall prevail.

[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 Lake County Water Authority (LCWA), 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 LCWA, 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 LCWA prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the LCWA’s Project Manager and County 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.).

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

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

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

B. LCWA and its Board, 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 LCWA of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the LCWA, 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 LCWA.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with the LCWA 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 holders must be:
LAKE COUNTY WATER AUTHORITY
27351 FL SR-19
TAVARES, FL 32778

G. All self-insured retentions will appear on the certificates and will be subject to approval by the LCWA. At the option of the LCWA, 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 LCWA 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 LCWA 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 LCWA of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024

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EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND

CONDITIONS v.05.06.2024

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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.

Department: State of Florida Department of Transportation

Lake County: Lake County Board of County Commissioners

LCWA: Lake County Water Authority, a dependent special taxing district of Lake County, 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 LCWA 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. Compliance with Section 288.0071, Florida Statutes, Economic Incentives to Foreign Entities of Concern.
 9. Nondiscrimination.
 10. Family Leave.
 11. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, 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 LCWA, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final LCWA action, Vendors will

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not discuss any part of the solicitation with any employee, agent, or other representative of the LCWA or Lake 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 LCWA 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.
- J. Improper Payment Requests and Invoice Disputes: Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

PREPARATION OF PROPOSALS

- A. Any Vendor assisting in the development of a scope of work or services will not be allowed to participate in any solicitation.
- B. 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.
- C. 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.
- D. An authorized agent of the Vendor's firm must sign the Proposal. The LCWA may reject any Proposal not signed by an authorized agent.
- E. 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."
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The LCWA reserves the right to allow for clarification of questionable entries and the

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correction of obvious mistakes.

- G. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.
- H. 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.

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 LCWA EMPLOYEES

Any LCWA employee or immediate family member seeking to contract with the LCWA shall seek a conflict of interest opinion from the LCWA Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee’s assigned function within the LCWA 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 LCWA to make an award nor will the LCWA 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 LCWA with price, technical, and other applicable factors considered. The LCWA 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 LCWA will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the LCWA 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 LCWA. 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 LCWA.
- 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 LCWA’s best

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interest to do so.

- D. The LCWA reserves the right to reject offers containing terms or conditions contradictory to the LCWA's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the LCWA. The LCWA 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 LCWA contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written LCWA procedure.
- H. 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.
- I. 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 LCWA regarding competency and security concerns. No change in subcontractors may be made without the consent of the LCWA after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. LCWA 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 LCWA. Subcontracting without the prior consent of the LCWA may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The LCWA has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The LCWA 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

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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 LCWA user department will be referred to Procurement Services.

GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

Any contract will be made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action shall lie in Lake County, Florida. THE CONTRACTOR, KNOWINGLY AND VOLUNTARILY, HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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 applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The LCWA has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the LCWA 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 LCWA 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 LCWA 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 LCWA. The Contractor shall notify the LCWA thirty (30) days prior to the effective date of the assignment and complete all necessary paperwork. This provision includes any acquisition or hostile takeover of the Contractor. Failure to submit a timely notification of an assignment to the LCWA may result in a material breach of the contract and termination by the LCWA or assessment of a processing fee.

NON-EXCLUSIVITY

It is the intent of the LCWA to enter into an agreement that will satisfy its needs as described within a solicitation. However, the LCWA 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 LCWA be liable for billings in excess of the quantity of goods or services provided under the Contract.

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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 LCWA 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 LCWA 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 LCWA 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 LCWA. 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 LCWA'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 LCWA 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 LCWA 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 LCWA 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 LCWA may terminate the contract for default.

LCWA IS TAX-EXEMPT

When purchasing on a direct basis, the LCWA is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8012646344C-7). Except for items specifically identified by the Contractor and accepted by the LCWA for direct LCWA purchase under the Sales Tax Recovery Program, Contractors doing business with the LCWA are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LCWA, nor will any Contractor be authorized to use any of the LCWA'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 LCWA 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 LCWA and is in compliance with the terms in the contract.

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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 LCWA 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 LCWA under this clause. The LCWA 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 LCWA on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the LCWA in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the LCWA 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 LCWA is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the LCWA be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the LCWA has listed all major items within a solicitation, there may be ancillary or similar items purchased by the LCWA during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The LCWA may request price quotes from all Contractors under Contract if there are multiple Contracts. The LCWA 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 LCWA department or facility may be added or deleted to the Contract at the option of the LCWA. The location change will be addressed by formal Contract modification. The LCWA 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 LCWA's discretion. It is hereby agreed and understood that the LCWA 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 LCWA personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

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SAFETY DATA SHEETS (SDS)

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

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on LCWA 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 LCWA 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 LCWA 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 LCWA 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 LCWA 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 LCWA 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 LCWA may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the LCWA 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 LCWA 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 LCWA 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 LCWA 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 LCWA. Vendors must have sufficient financial support

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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 LCWA 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 LCWA. The Contractor shall provide employees capable of performing the work as required. The LCWA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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 LCWA may grant an increase matching the minimum wage increase.

INDEMNIFICATION REQUIREMENTS

General Solicitations:

To the extent permitted by law, the Contractor shall indemnify and hold harmless the LCWA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the LCWA 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 LCWA, 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 LCWA or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

FDOT Funded Solicitations:

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless LCWA and the State of Florida, Department of Transportation (Department), including the Department ‘sofficers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor. The foregoing indemnification shall not constitute a waiver of LCWA or Department’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed

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to constitute agreement by Contractor to indemnify LCWA for the negligent acts or omissions of LCWA, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify Department for the negligent acts or omissions of Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

CCNA Solicitations:

The Consultant will indemnify and hold harmless LCWA, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its personnel, employees, and other person utilized by Contractor in the performance of this agreement, including defects in design, or errors or omissions that result in material cost increases to LCWA, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgments in connection therewith and the payment of all related fees and costs. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of LCWA as set forth in Section 768.28, Florida Statutes.

TERMINATION FOR CONVENIENCE

The LCWA, 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 LCWA will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The LCWA 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 LCWA 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 LCWA further reserves the right to suspend or debar the Contractor in accordance with the LCWA’s ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the LCWA’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 LCWA 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 LCWA 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 LCWA reserves the right to require the Contractor to submit to an audit, by any auditor of the LCWA’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

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all records pertaining to the contract and upon request make them available to the LCWA for three (3) complete calendar years following expiration of the contract or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GSI-SL, a copy of which can be found at this link: [GSI-SL for State and Local Government Agencies \(floridados.gov\)](https://www.floridados.gov), whichever is longer. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the LCWA 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 LCWA. 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 LCWA 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 LCWA’s audit must be reimbursed to the LCWA 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 LCWA’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 LCWA 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 LCWA 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 LCWA’s custodian of public records, provide the LCWA 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

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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 LCWA.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the LCWA all public records in the possession of the Contractor or keep and maintain public records required by the LCWA to perform the service. If the Contractor transfers all public records to the LCWA 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 LCWA, upon request from the LCWA’s custodian of public records, in a format that is compatible with the information technology systems of the LCWA.

Requests to inspect or copy public records relating to the LCWA’s Contract for services must be made directly to the LCWA. If Contractor receives any such request, Contractor shall instruct the requestor to contact the LCWA. If the LCWA does not possess the records requested, the LCWA shall immediately notify the Contractor of such request, and the Contractor must provide the records to the LCWA 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 LCWA 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 LCWA. Contractor shall indemnify, defend, and hold the LCWA 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 LCWA 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 LCWA nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the LCWA’s use which may include publishing in LCWA documents and distribution as the LCWA deems to be in its best interests. If anything included in any deliverable limits the rights of the LCWA to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The LCWA 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 LCWA’s Intellectual Property. The LCWA has the right to redact the LCWA Logo displayed on any submission.

SOVEREIGN IMMUNITY

LCWA 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 LCWA 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 LCWA, which would otherwise be barred under the law.

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COMPLIANCE WITH FEDERAL STANDARDS

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

E-VERIFY

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

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

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subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the LCWA for goods or services may be terminated at the option of the LCWA 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 LCWA for goods or services of \$1 million or more may be terminated at the option of the LCWA 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.

FOREIGN GIFTS AND CONTRACTS

Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the LCWA any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The LCWA may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the LCWA making such request, or at a later time as agreed to by the Parties.

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

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- 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 LCWA, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 416, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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