

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 05/20/2025

TO: Jennifer Barker, County Manager

THRU:

Jeff Johnson, Roads Superintendent

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Right of Way Tree Trimming and Related Services

MEETING DATE: 7/22/2025

ITEM TYPE: Consent Item

ITEM ID: 37719

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 25-729A-F for Right of Way Tree Trimming and Related Services as needed with the following pool of vendors: Aero Groundtek, LLC (Westbury, NY, conducting operations from Ocoee, FL); Daniel Hickey's Tree Services LLC (Deland, FL), The Davey Tree Expert Company (Kent, OH, conducting operations from Maitland, FL), DWC Outdoors & Hauling, LLC (Minneola, FL), Enviro Tree Services LLC (Apopka, FL), and Sherlock Tree Company Inc. (Pompano Beach, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$350,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2025 Budget. Annual expenditures will not exceed available funding in future Fiscal Year budgets.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Public Works Department, Division of Public Works Operations, issued an Invitation to Bid 25-729 for right of way tree trimming and related services on an as-needed basis. The solicitation replaces expiring Contracts 20-0440A-C, creates a vendor pool, and provides for an initial one-year term with two additional two-year terms available.

The attached tabulation sheet reflects twelve submissions. Staff recommends awarding contracts to the six responsible and responsive vendors as qualified participants for the bidding process for right of way tree trimming and related services.

Last fiscal year's expenditure was \$345,000.

Fiscal Impact: \$350,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTT	1120	5053200	830460		\$350,000

Advertised Date:

Paper:

Attachments:

1.	25-729 Tabulation
2.	25-729A - Aero Groundtek LLC_unex
3.	25-729B - Daniel Hickey's Tree Svc_unex
4.	25-729C - Davey Tree Expert Co_unex
5.	25-729D - DWC Outdoors & Hauling, LLC_unex
6.	25-729E - Enviro Tree Svc_unex
7.	25-729F - Sherlock Tree Co_unex

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 05/20/2025
Ron Falanga	Approved - 05/21/2025
Jeffrey Earhart	Approved - 05/21/2025
Kerri Andrews	Approved - 05/21/2025
Miranda Lanoue	Approved - 05/21/2025
Jordan Salinger	Approved - 05/21/2025
Fred Schneider	Approved - 05/21/2025
Rachel Bartolowits	Approved - 05/28/2025
Kandace Pourbaix	Approved - 05/28/2025
Allison Teslia	Approved - 06/30/2025
Melanie Marsh	Approved - 07/05/2025
Jennifer Barker	Approved - 07/11/2025
Karen Snodgrass	Final Approval - 07/11/2025

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



For
Vendor Pool - Right of Way Tree Trimming and Related Services

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 **The Davey Tree Expert Company** (hereinafter "Contractor") to supply **Right of Way Tree Trimming and Related Services** to the County pursuant to County Bid number 25-729 with any included addenda (hereinafter "Bid"), with an opening date of 4/10/2025, and Contractor's Bid response dated 4/7/2025, 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 are attached hereto and are part of this Contract.

ATTACHMENTS:

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

Attachment 2 – Pricing Sheet

Attachment 3 – Combined Affidavit – Foreign Entities & Human Trafficking

Addendum 1

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 – Sample Projects

Exhibit E – Right of Entry Form

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

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

The Contract initial term is from 10/1/2025 through 9/30/2026 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

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

LAKE COUNTY, FLORIDA

Gretchen Bechtel, CPPB

By: Gretchen Bechtel, CPPB

Senior Contracting Officer

Date: 07/22/25

The undersigned hereby declares: The Davey Tree Expert Company has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to provide **RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES** 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 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, 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 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.

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: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NA

6.0 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. 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

7.0 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) not applicable not applicable and enter OSD Certification Number NA and enter effective date NA to date NA

8.0 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.

9.0 FEDERAL FUNDING REQUIREMENT

N/A

10.0 LOCAL VENDOR PREFERENCE – N/A**11.0 GENERAL VENDOR INFORMATION**

Firm Name: The Davey Tree Expert Company

Street Address: 1500 North Mantua Street

City: Kent State and ZIP Code: OH 44240

Mailing Address (if different): NA

Telephone: 330-673-9511

Purchase Order Email Address: EUBids@davey.com

Federal Identification Number / TIN: 34-0176110

12.0 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: *Brent R. Repenning* 

Date: 4/7/2025

Print Name: Brent R. Repenning

Title: Executive Vice President

Primary E-mail Address: EUBids@davey.com

Secondary E-mail Address: NA

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

[The remainder of this page is intentionally blank]

<i>The Davey Tree Expert Company</i>			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, maintenance of traffic, and equipment necessary to provide services in accordance with specifications listed and implied in Exhibit D - Sample Projects. These are sample projects only and are intended for evaluating purposes only.			
ITEM	DESCRIPTION	UNIT PRICE	NUMBER OF DAYS TO COMPLETE
1	Tree trimming / Greater Hills Neighborhood as per all requirements stated in Exhibit D - Sample	\$59,550.97	10
2	Tree trimming / Lady Lake as per all requirements stated in Exhibit D - Sample Project 2	\$152,887.31	15
	Total cost and number of days to complete the projects as stated in Scope of Services. Number of days shall not exceed 120 calendar days)	\$212,438.28	25

The following information is required for price redetermination consideration.

Enter type of fuel used: Diesel or Gasoline	
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?	40.00%
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?	55.00%
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?	5.00%
Must equal 100%	100.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) Brent R. Repenning, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Executive Vice President of (Business Name) The Davey Tree Expert Company which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 7th day of April, 2025

BY:

[Signature]
Signature of Affiant

Brent R. Repenning
Printed Name

STATE OF Ohio
COUNTY OF Portage

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025 by Brent Repenning, who is ☒ personally known to me or ☐ has produced identification (type): _____.

[Signature]
(Notary Signature)
(SEAL)



KAYLEE YUTZY
Notary Public
State of Ohio
My Comm. Expires
August 22, 2028



Office of Procurement Services

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

SOLICITATION: Right of Way Tree Trimming and Related Services

03/28/2025

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. How many cycles per year?
- A. Refer to Exhibit A – Scope of Work, Section 1, First sentence.
- Q2. In how many days did the previous contractor complete each project?
- A. Refer to Exhibit A – Scope of Work, Section 1, 2nd paragraph
- Q3. Is there a specific landfill where we need to dispose of the tree cuttings? Does the contractor pay for landfill expenses? Is it reimbursed.
- A. Refer to Exhibit A – Scope of Work, Section 2.1
- Q4. When was the last time a cycle was completed?
- A. Refer to Q1.
- Q5. Are you able to clarify if any T&E Rates are requested, or if all work under this contract will be as needed requests with pricing determined upon request?
- A. Refer to Exhibit A – Scope of Work, Section 1, First sentence and Section 5 – Order of Operation.
- Q6. Please clarify the expectation of "first priority" mentioned in the bid files.
- A. Refer to Exhibit A – Scope of Work, Section 9, Emergency Services.
- Q7. Can you please provide the last bid tabulation for this solicitation?
- A. Information on previous bids can found by visiting our website. The direct link for the previous solicitation can be found here: [Details for Bid: 20-0440](#)
- Q8. Can you please provide me with the previous bid tabulation and the anticipated budget for this project so that I may price accordingly?
- A. Refer to Q7. This is an indefinite quantity solicitation on an as needed basis. The projects are sample projects and are not to be construed as actual projects.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: The Davey Tree Expert Company

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: *Brent R. Repenning*



Date: 4/7/2025

Print Name: Brent R. Repenning

Title: Executive Vice President

Primary E-mail Address: EUBids@davey.com

Secondary E-mail Address: NA

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES**1. SCOPE OF SERVICES**

Provide a pool of vendors for right of way tree trimming and related services on an as needed basis and in conjunction with the County's needs. Contractor shall be well versed and experienced with the current processes to be able to complete the work in accordance with the specifications within this document and as directed by the County. Two sample projects are attached to this solicitation as Exhibit D – Sample projects to provide the diverse nature of project specifications. These are sample projects only and are intended for evaluating purposes only.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. 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'S RESPONSIBILITIES

Contractor shall:

- 2.1.** Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
- 2.2.** Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
- 2.3.** Provide adequate personnel, in the event of sickness or any absence of the attendant, a substitute of equal skill shall be provided at no additional cost.
- 2.4.** Provide a neat and clean in appearance dress code for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.
- 2.5.** Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
- 2.6.** Ensure all equipment used in performance of the contract on County property is in good, safe working order and properly maintained in order to protect the operator and the public.
- 2.7.** Work shall commence at a time that shall provide a minimal inconvenience to the public and traffic.

3. COUNTY RESPONSIBILITIES

County will:

- 3.1.** Reserve the right to award to one or more contractor.
- 3.2.** Reserve the right to add or remove services in conjunction with the County's needs.
- 3.3.** Issue a request for quote utilizing the County's Request for Quote (RFQ) System on an as needed basis.
- 3.4.** Include the location, project specifications and limits to be completed.
- 3.5.** Issue a notice to proceed based on lowest price and least number of days to complete the project.
- 3.6.** Reserve the right to dismiss Contractor's staff from park grounds for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES**4. EQUIPMENT**

- 4.1. Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified.
- 4.2. Equipment shall be maintained to produce a clean, sharp cut and uniform distribution.
- 4.3. Equipment used shall be in good, safe working order and properly maintained to protect the operator and the public.
- 4.4. Safety devices installed by the manufacturer shall be in place and in proper working order.
- 4.5. Equipment used by the Contractor is subject to inspection by the County Project Manager.
- 4.6. Equipment on site deemed by the County Project Manager to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the contractor at his/her expense the same day of the County's determination.

5. ORDER OF OPERATIONS

- 5.1. Provide quotes utilizing the County's Request for Quote (RFQ) System.
- 5.2. Review the Scope of Work, project specifications and limits prior to submitting a bid.
- 5.3. Work shall commence within ten (10) business days from the notice to proceed and provide for a minimal inconvenience to the public and traffic.
- 5.4. Provide twenty-four hours (24) in advance notice of crews being on-site at each project location.
- 5.5. Work shall be completed within the number of days as specified in the RFQ.
- 5.6. Provide a minimum of twenty-four (24) notice of any deviation of project schedule or variance, including when work is interrupted due to weather, breakdowns, etc. No extensions of time shall be given for equipment failure or weather conditions.
- 5.7. Provide necessary precautions for the safety of and protection to prevent damage, injury or loss to persons or property.
- 5.8. Maintain the grounds in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.
- 5.9. Notify the County upon completion of the work to schedule an inspection.
- 5.10. Should the Contractor need access to the project site through private property; the Contractor shall obtain a right of entry from the owner and provide a copy to the County. See Exhibit – E Sample Right of Way Form.
- 5.11. Submit invoices in accordance with bid specifications via email to roadopsinvoices@lakecountyfl.gov upon project completion.

6. TRIMMING AND PRUNING STANDARDS

- 6.1. Trimming shall be completed in accordance with approved principles of modern arboriculture methods with emphasis on tree health and symmetry.
- 6.2. The trim contour will be held continuous throughout the work limits to give a uniform appearance

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES

- 6.3. Trimming heights and widths will be defined in each scope of work as limits will vary with each roadway and in conjunction with FDOT standards.
- 6.4. There shall be an even taper to join the difference in trimming heights when there are sidewalks in conjunction with roadway trimming.
- 6.5. All cuts shall be made just outside the branch collar whenever possible. The vendor shall avoid leaving long stubs even if this means going beyond the clearance trimming measurements.
- 6.6. All cuts shall be in a manner that will prevent free, rapid, and uncontrolled descent of the portion of the tree being removed.
- 6.7. At no time shall climbing irons, spurs, and spikes be allowed.
- 6.8. Any damage caused to a tree by the contractor shall be repaired at no cost and to the satisfaction of the County Project Manager.
- 6.9. If the tree dies due to the actions of the contractor; the contractor shall be required to promptly remove the dead tree at no additional cost to the County and replace the tree with one of equal diameter and growth or compensate the County for the loss of the tree in an amount determined by the County to be fair market value.

7. BRUSH CLEARING

- 7.1. All underbrush, including but not limited to low growing shrubs, bushes, wild grasses, vines and weeds, shall be removed within the determined work area. All immature trees less than six (6) inches in diameter shall be completely removed

8. DEBRIS CLEAN UP

- 8.1. All debris that is created as part of this work becomes the property of the contractor and shall be disposed of properly.
- 8.2. If the contractor chooses to utilize a chipper; the chips shall be hauled off and at no time shall the contractor leave any wood chips onsite.
- 8.3. All other debris shall be blown or swept off the roadway to the side of the road in rural areas and shall be picked up in residential areas. No debris shall remain after the work has been completed.
- 8.4. Contractor shall be responsible for maintaining the adjacent areas of the project limits in clean and good condition; including but not limited to, existing trees, turf, flowering plants, and ornamental shrubs situated within the designated right of way or on private property.

9. EMERGENCY SERVICES

- 9.1. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County.
- 9.2. Contractor agrees to provide services to the County on a first priority basis.
- 9.3. County will pay contractual prices for the goods and services required during an emergency.
- 9.4. The contractor shall furnish a twenty-four (24) hour phone number in the event of an emergency.

RIGHT OF WAY TREE TRIMMING AND RELATED SERVICES**10. MAINTENANCE OF TRAFFIC (MOT)**

10.1. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall conform to FDOT's most current editions of Standard Specifications for Road and Bridge Construction.

<https://www.fdot.gov/publications/publications.shtm>

10.2. If the contractor does not comply with the FDOT and FHWA (i.e. signs, qualified flaggers, and/or barricades), the county reserves the right to direct the contractor to cease operation until deficiencies are corrected.

10.3. No road closures shall be allowed except in the case of emergencies.

10.4. If the contractor anticipates assistance from an off-duty police officer, it shall be the responsibility of the contractor to hire and pay for this service

10.5. The foregoing requirements are to be considered as minimum, and the contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and the contractor's employees through the work area.

[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.).

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.]

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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.

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

EXHIBIT C - 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

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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.

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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 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 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.

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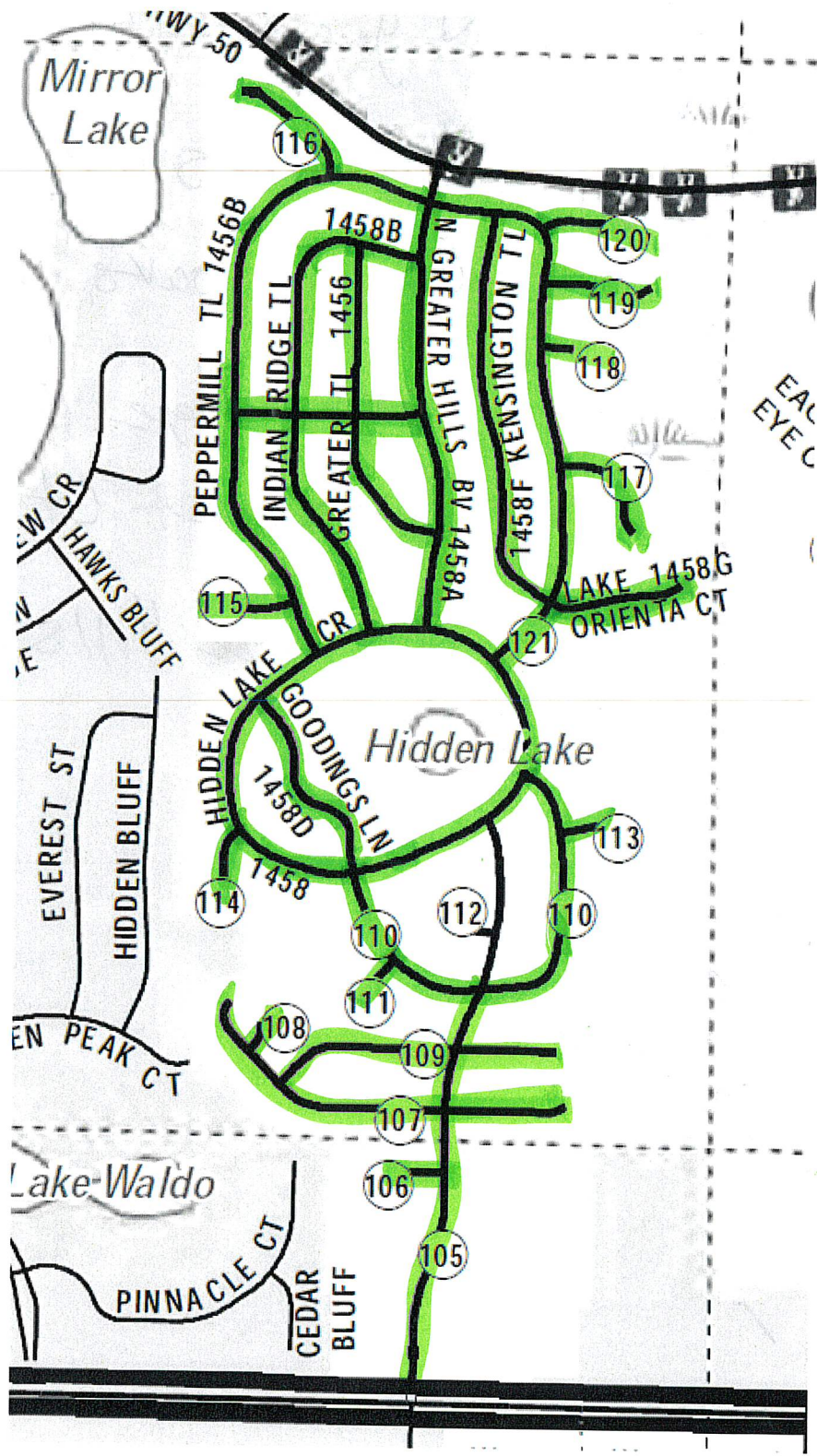
PROJECT #1 - Right of Way Tree Trimming Project – Greater Hills Neighborhood**Scope of Work:**

Right of way Tree Trimming and Related Services shall be in accordance with contract #25-729 for the road length as specified in the description details for each Scope of Work. **The total project is approximately six and a half (6.31) centerline miles.** The project shall include tree trimming and related services for both sides of the road unless otherwise stated in the description details. Maintenance of Traffic shall be in accordance with FDOT Standard Plans for Road and Bridge Construction, Index 600. The bid price shall include maintenance of traffic and trimming of all trees encroaching the roadway to vertical height of fifteen feet (15'). There will be no specific distance to cut back from edge of roadway, but we are requiring a clean overall appearance with at least 15' vertical clearance from edge of pavement. At no time should finished trimming result in a vertical wall at or near the edge of pavement. Limbs hanging over the sidewalk shall be trimmed to a vertical height of seven feet (7'). Contractor shall be responsible for trimming limbs encroaching the streetlights. All trimming shall be completed to leave a neat appearance. No trimming should be performed on ornamental plants that do not encroach travel way.

Each vendor is strongly encouraged to perform a site visit to verify the measurements and determine the extent of the services required. All work shall be completed in accordance with the specifications as outlined in this RFQ and Exhibit A (Statement of Work) of the contract #25-729.

Description Details:

- | | |
|--|--|
| 1. N. Greater Hills Blvd – Approx. – .43 Miles | 14. Lake Orienta Ct – Approx. - .12 Miles |
| 2. Peppermill Trl – Approx. – .60 Miles | 15. Hidden Lake Cir – Approx. - .80 Miles |
| 3. Crystal Creek Ct – Approx. – .12 Miles | 16. Goodings Ln – Approx. – .19 Miles |
| 4. Royal Oak Ct – Approx. – .06 Miles | 17. Kensington Ct – Approx. - .06 Miles |
| 5. Meadow West Trl – Approx. - .17 Miles | 18. Sausalito Cir – Approx. - .44 Miles |
| 6. Indian Ridge Trl – Approx. – .47 Miles | 19. River Run Ct – Approx. - .02 Miles |
| 7. Greater Trl - Approx. - .30 Miles | 20. Summit Ct – Approx. - .04 Miles |
| 8. Pointe East Trl – Approx. - .53 Miles | 21. S. Greater Hills Blvd. – Approx. - .52 Miles |
| 9. Kensington Trl – Approx. - .38 Miles | 22. Bay Lakes Trl - Approx. - .27 Miles |
| 10. Oakland Ct – Approx. – .10 Miles | 23. Charter Oaks Trl – Approx. - .38 Miles |
| 11. Watermill Ct – Approx. - .10 Miles | 24. Summerset Ct – Approx. - .02 Miles |
| 12. Gingermill Ct – Approx. - .02 Miles | 25. Carriage Hill Ct - Approx. - .07 Miles |
| 13. Indian Wells Ct – Approx. - .10 Miles | |



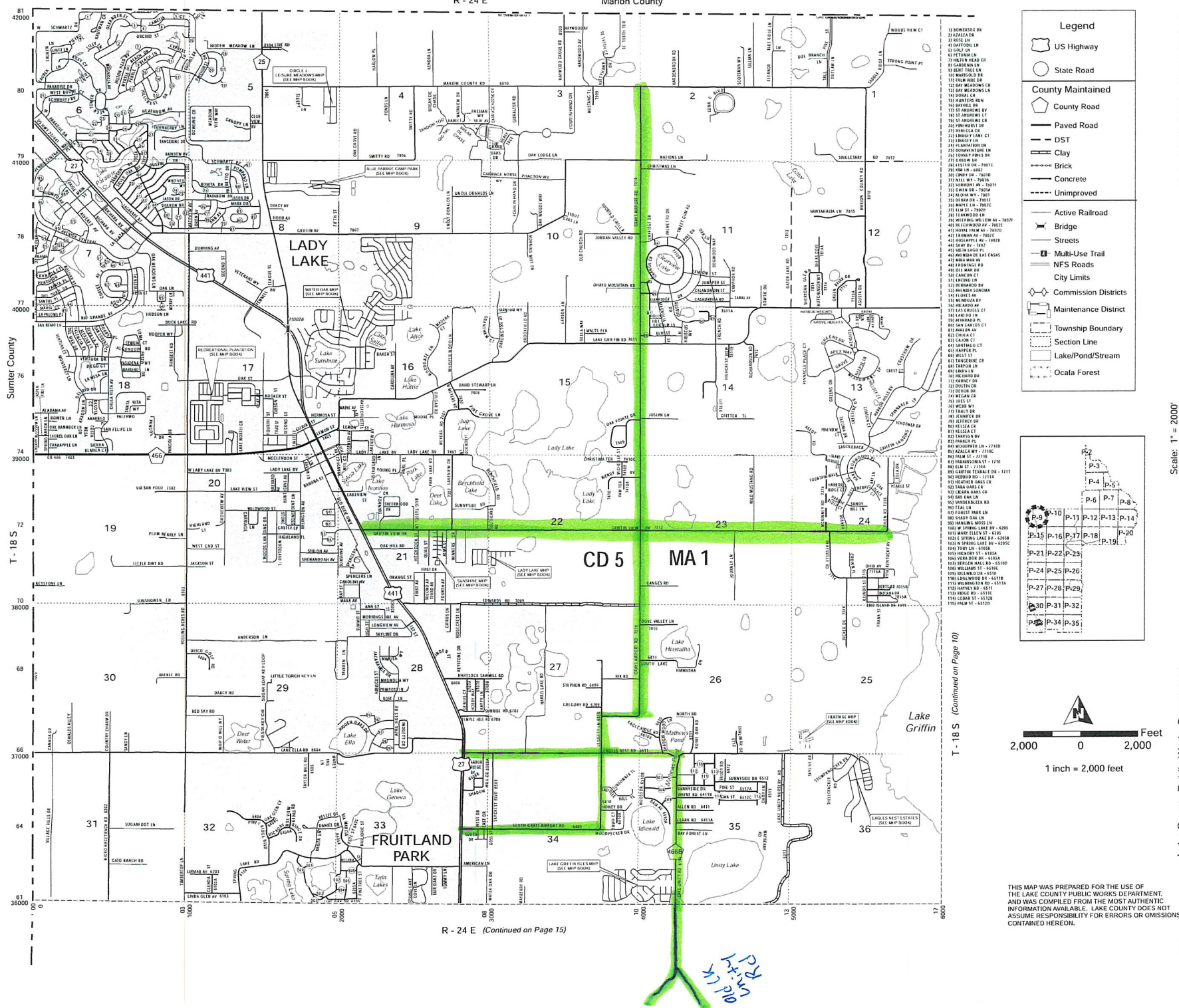
PROJECT #2: Right of Way Tree Trimming Project – Lady Lake**Scope of Work:**

Right of way Tree Trimming and Related Services shall be in accordance with contract #25-729 for the road length as specified in the description details for each Scope of Work. **The total project is approximately Twelve (11.73) centerline miles.** The project shall include tree trimming and related services for both sides of the road unless otherwise stated in the description details. Maintenance of Traffic shall be in accordance with FDOT Index 600. The bid price shall include maintenance of traffic and the removal of all vegetation within ten feet (10') of edge of pavement and to the apparent right of way with the exception of trees having a DBH of twelve inches (12") or greater. Trees with a DBH of twelve inches (12") or greater shall be trimmed to vertical height of eighteen feet (18'). Palm trees with a trunk height of six feet (6') or less shall be removed entirely regardless of diameter. All trunks shall be cut flush with existing grade unless otherwise stated. All trimming shall be completed to leave a neat appearance.

Each vendor is strongly encouraged to perform a site visit to verify the measurements and determine the extent of the services required. All work shall be completed in accordance with the specifications as outlined in this RFQ and Exhibit A (Statement of Work) of the contract #25-729.

Description Details:

1. Griffin View Dr – US 27 to Sulen Rd – Approx. 3.48 Miles
2. South Grays Airport Rd – US 27 to Eagles Nest Rd – Approx. 1.42 Miles
3. Grays Airport Rd – Eagles Nest Rd to Marion County Rd – Approx. 4.76 Miles
4. Lake Unity Rd – Picciola Rd to Eagles Nest Rd – Approx. 1.76
5. Old Lake Unity Rd – Picciola Rd to Lake Unity Rd – Approx. 0.31 Miles



**RIGHT-OF ENTRY
STATEMENT**

Date: _____

Property Owner's Name: _____

Tenant's Name: _____

Address of Property: _____

City/Zip Code: _____

Description of Work: _____
_____**Right of Entry**

I certify that I am the owner, or an owner's authorized representative of the described property. I freely grant, and without coercion, the right of access and entry to said property for the purpose of completing work that exists in the County right-of-way and on my property.

I will mark any sewer lines, septic tanks, water lines, utilities located on the described property to help prevent damage to said items.

Print Name: _____**Signature:** _____