



For
Repair-Maintenance & Installation-Removal of Roll-Off Containers

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 **PSI Waste Equipment Services** (hereinafter "Contractor") to supply **Repair-Maintenance & Installation-Removal of Roll-Off Containers** to the County pursuant to County Bid number 26-523 (from RFQ Q2026-00073) with any included addenda (hereinafter "Bid"), with an opening date of 3/19/2026, and Contractor's Bid response dated 3/4/2026, 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:

- Request for Quote (RFQ) – Submittal Form & Pricing
- Attachment 2 – Affidavit Form
- Questions & Answers Received
- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements
- Exhibit C – General Terms & Conditions v.5.6.21

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 4/30/2026 through 4/29/2027, 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 County. This Contract provides for two (2) two (2) year renewals at Lake County'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:

LAKE COUNTY, FLORIDA

Melanie Marsh, County Attorney
5/4/26

Jennifer Barker, County Manager

Date: 5/5/26

CAO review: _____

PSI Waste Equipment Services, Inc.
31130 Industry Drive Tavares , FL 32778
\$3,421.00

Date Submitted: **Mar 4, 2026, 12:37:14 PM**

Contact Name: **Kevin Long**

Contact Title: **President**

Contact Phone: **352-636-9083**

Contact Email: **kevin@psiwaste.com**

Contact Fax: **407-992-9389**

Primary Business Location: **Tavares FL**

Primary Business In Lake County: **No**

Legal Representative Name: **Kevin Long**

Line Items

Description	Details	Quantity	Unit Of Measure	Unit Price	Total
Repair of Roll-off Containers and Stationary Compactors	Hourly Labor Rate for General Services at Vendor Facility	1	Hourly Rate	\$110.00	\$110.00
Repair of Roll-off Containers and Stationary Compactors	Hourly Labor Rate for Welding Services at Lake County Facility	1	Hourly Rate	\$110.00	\$110.00
Travel Charges	54721 Astor Transfer Station Road, Astor, FL 32102	1	Mileage	\$160.00	\$160.00
Removal of Compactor Units	Cost for Removal of Compactor Units - SEE EXHIBIT A SCOPE OF WORK FOR DETAILS	1	Each	\$550.00	\$550.00
Repair of Roll-off Containers and Stationary Compactors	Hourly Labor Rate for Painting Services at Lake County Facility	1	Hourly Rate	\$110.00	\$110.00

Description	Details	Quantity	Unit Of Measure	Unit Price	Total
Repair of Roll-off Containers and Stationary Compactors	Hourly Labor Rate for General Services at Lake County Facility	1	Hourly Rate	\$110.00	\$110.00
Travel Charges	32520 West State Road 44, DeLand, FL 32720	1	Mileage	\$160.00	\$160.00
Travel Charges	13130 County Landfill Road, Tavares, FL 32778	1	Mileage	\$160.00	\$160.00
Travel Charges	10435 Loghouse Road, Clermont, FL 34711	1	Mileage	\$160.00	\$160.00
Repair of Roll-off Containers and Stationary Compactors	Hourly Labor Rate for Painting Services at Vendor Facility	1	Hourly Rate	\$110.00	\$110.00
Repair of Roll-off Containers and Stationary Compactors	Hourly Rate for Welding Services at Vendor Facility	1	Hourly Rate	\$110.00	\$110.00
Parts Discount	Parts Discount Percentage Off List Price When Applicable	1	Percentage Discount	\$1.00	\$1.00
Installation of New Compactor Units	Cost for Installation of New Compactor Units - SEE EXHIBIT A SCOPE OF WORK FOR DETAILS	1	Each	\$1,250.00	\$1,250.00
Travel Charges	1200 Jackson Street, Lady Lake, FL 32159	1	Mileage	\$160.00	\$160.00
Travel Charges	25014 Rancho Lane, Paisley, FL 32767	1	Mileage	\$160.00	\$160.00

Questions and Answered Received:

Q1. Based on most recent 12 months (*YR 2025 spend*) what is Lake CO direct expense total for roll-off/recycling container/compactor repairs including: a) # of units repaired by type (ie: *trash compactors, compactor receiver containers, roll-off containers, recycling containers, self-dumping hoppers, front load containers, etc.*)

A1. For FY 2025, \$15,470.95 was spent for repairs to equipment listed in the RFQ.

Q2. total expense Lake CO invoiced for compactor & container contracted Labor repairs by month;

A2. Total labor charges for FY 2025, \$2,978.80. October - \$1,555.00 February - \$682.50 March - \$216.30 July - \$210.00 August - \$105.00 September - \$210.00

Q3. Total expense Lake CO invoiced for compactor /container Welding ONLY recent 12 months;

A3. Included in labor charges.

Q4. total expense Lake CO invoiced for equipment MISC. "replacement" PARTS & SUPPLIES recent 12 months;

A4. Total \$145.00

Q5. YR 2026 Lake CO Budget forecast # of Containers in need of repair?

A5. TBD on an as needed basis.

Q6. YR 2026 Lake CO Budget forecast # of Trash Compactors targeted for replacement?

A5. 4

Q6. Current MAKE, MODEL, MANUFACTURER, AGE of Lake CO Drop-Off Center trash compactors in operation?

A6. We have 8 Hesco compactors. All are H275 models. Two were purchased in October 1998, the other 6 were purchased in July of 1999. In May 2017, two compactors were purchased from IES Sales and Service. All our compactors have a 2 cubic yard hopper and load from the ground.

Q7. Forecast estimates (*YR 2026-2028*) for number (#) of TRASH COMPACTORS scheduled for replacement by year.

A7. TBD on an as needed basis.

Q8. Does LAKE CO currently provide "*in-house*" trash compactor preventative maintenance services or would this service be an Addendum to current Scope of Work?

A8. Preventative maintenance, such as greasing, is done in-house. There will not be an addendum.

Q9. Does Lake CO provide qualified contractor PAINT for trash compactor/containers? If not, what is TOTAL # of paint gallons budgeted for YR 2026? YR 2027?

A9. Lake County does not provide paint and does not have a line-item budget for paint.

Q10. Will qualified contractor be required to "refurbish" replacement compactors OR will contractor recycle/scrap used equipment for HIGHEST RECOVERY value?

A10. When compactors are replaced, they will remain the property of Lake County. Future use/refurbishment/disposal will be determined by Lake County.

Q11. What is targeted NEW START-UP date for LAKE CO Q2026-00073?

A11. TBD upon approval of the contract by the Lake County Board of County Commissioners.



**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) KEVIN LONG, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) PRESIDENT of (Business Name) PSI WASTE EQUIPMENT SERVICES, INC. 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 24 day of MARCH, 2026.

BY:

[Signature]
Signature of Affiant

KEVIN E. LONG
Printed Name

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24th day of March, 2026, by Kevin E Long, who is personally known to me or has produced identification (type): _____

[Signature]
(Notary Signature)

(SEAL)

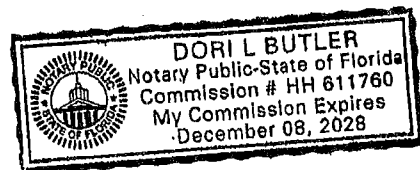


EXHIBIT A – SCOPE OF WORK

REPAIR OF ROLL-OFF CONTAINERS AND COMPACTOR UNITS. REMOVAL AND INSTALLATION OF NEW COMPACTOR UNITS.

Lake County is currently accepting bids from qualified contractors for a contract to repair roll-off and recycling containers from 12 cubic yards to 50 cubic yards and other containers such as 2 cubic yard self-dumping hoppers on an as needed basis. Lake County may deliver these containers to the contractors' place of business, or the contractor may be asked to go to one of the six drop-off centers listed below to do the repair work. The contractor will supply all material for the repairs to be completed. The contractor will also perform repair and maintenance work on stationary compactors that are currently 2 cubic yards in size. The contractor will supply all parts and fluids needed for the compactor to be fully operational when repairs are completed. This work will be on an as needed basis and will be performed at a designated drop-off center from the list below.

This contract will include removal of existing stationary compactor units and installation of new compactor units in the same place on an as needed basis. The installation would include all hardware, fasteners, hoses, oil, electric lines, and any other materials needed to complete the installation not supplied by the manufacturer. Lake County will supply the compactors and would arrange for the compactors to be delivered to the drop-off center for installation. This work would be done at the drop-off centers listed below.

The Central Drop-off Center/Main Office
13130 County Landfill Rd., Tavares, Fl. 32778.

The Astor Drop-off Center
54721 Astor Transfer Station Rd., Astor, Fl. 32102.

The Lady Lake Drop-off Center
1200 Jackson St., Lady Lake Fl. 32159.

The Loghouse (Clermont) Drop-off Center
10435 Loghouse Rd., Clermont, Fl. 34711.

The Paisley Dropp-off Center
25014 Rancho Lane, Paisley, Fl. 32767.

The Pine Lakes Drop-off Center
32520 West State Rd. 44, DeLand, Fl. 32720.

Insurance Requirements

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

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

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

Combined Single Limit	\$1,000,000
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3. **Workers' Compensation** insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers' Liability insurance with the following minimum limits and coverage:

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

Requested Endorsements that need to accompany the Certificate of Insurance are as follows:

- **Additional Insured** on General Liability and Commercial Auto
- **Waiver of Subrogation** on General Liability, Commercial Auto and Workers Compensation

Certificate Holder:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

Contractor: The Vendor to whom award has been made.

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

Proposal: Any offer submitted in response to a solicitation.

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

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

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new 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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. 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.

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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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

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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

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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.

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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.