IFB-3047-02/GG
Term contract for Fuel System Repair & Maintenance Services

SEMINOLE COUNTY

F L O R I D A

DUE DATE: May 1, 2002
at 2:00 P.M.

Submit Bid to:	INVITATION FOR BID
SEMINOLE COUNTY SERVICES BUILDING 1101 E. 1st Street, Room 3208 Sanford, Florida 32771-1468 **Attn.: Purchasing**	IFB-3047-02/GMG **Term Contract for Fuel System Repair & Maintenance Services**
Contact: Gloria M. García, CPPB, Senior Procurement Analyst E-mail: ggarcia@co.seminole.fl.us or Phone:(407) 665-7123	BIDDER NAME: _____ _____ _____ CONTACT PERSON/TITLE: _____ _____ _____ _____
Pre-Bid Conference Date & Time: April 18, 2002 at 9:00 a.m. Seminole County Fleet Services, 141 Bush Loop, Sanford, FL 32750	
Bid Due Date & Time: May 1, 2002 at 2:00 p.m.	**MAILING ADDRESS:** _____ _____
Location of Public Opening: County Services Building, Room 3223, 1101 E. 1st Street, Sanford, Florida 32771	Email:_____ Phone#:_____ Fax #_____

TERM CONTRACT
INVITATION FOR BID
GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. **BIDDERS SHALL SUBMIT THREE (3) COMPLETE SETS (ONE [1] ORIGINAL AND TWO [2] COPIES) OF THEIR BID, COMPLETE WITH ALL SUPPORTING DOCUMENTATION.** SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids that do not comply with these requirements may be rejected at the option of the County.

RESPONDENT / RECOMMENDATION OF AWARD INFORMATION: Please visit our website at www.co.seminole.fl.us**, this information is posted on the website 24 hours after bid opening**

ADDENDUM: The County will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the County

will post a written addendum to the Purchasing Division's website (www.co.seminole.fl.us/business/purchasing). All addenda will be posted at least seven days before bid closing.

ALL BIDDERS SHOULD CHECK THE COUNTY'S WEBSITE WITHIN SEVEN (7) CALENDAR DAYS OF THE BID OPENING DATE TO ASCERTAIN WHETHER ANY ADDENDA HAVE BEEN ISSUED. FAILURE TO DO SO COULD RESULT IN REJECTION OF THE BID AS UNRESPONSIVE.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidders' responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of all addenda.

CONTACT: All questions and requests for additional information regarding this IFB **must be directed to the contact person noted above**. Prospective Bidders shall not contact any member of the Seminole County Board of County Commissioners, County Manager, or any other Seminole County Staff member regarding this IFB or their bid proposal **prior to the posting on the web of the final evaluation and recommendation ranking.** Any such contact shall be cause for rejection of your bid proposal.

DELAYS: The County, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the County to do so. The County will notify bidders of all changes in scheduled due dates by written addendum.

CANCELLATION: This solicitation may be canceled and any bid may be rejected, in whole or in part, for good cause when in the best interests of the County.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate it, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letterform, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiation/award of this Invitation to Bid. Purchase orders will only be issued to the primary vendor within the partnership.

ECONOMIC PRICE ADJUSTMENTS: The County acknowledges that prices may fluctuate from time to time. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper notification, to Purchasing, in writing, of all items affected by price increases/decreases.
3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All price increases and decreases to be approved by the County's Purchasing Manager.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

TAXES: The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. (A copy is included as the inside back cover of the Vendor Guide.) Vendors/contractors doing business with the County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

CERTIFICATION OF INDEPENDENT PRICE: By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices that are quoted in this bid have not and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the County by any other provision of the bid award.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the County at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given

before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

USE OF TRADE NAMES: Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as Restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or change is made on the bid by a Bidder, it is understood that the specific brand item named on the Bid shall be furnished by the Bidder. If bidding on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications manufacturer's name and catalog reference must be clearly stated on the Bid Response or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

COMPLIANCE WITH TRADE NAME SPECIFIED: If taking exception to the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your bid. The County will determine if exceptions are acceptable. Failure to comply may result in disqualification of your bid. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. F.O.B. POINT: The F.O.B. point shall be destination. Bid responses showing other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Clerk, BCC, at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated County employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The County will accept partial deliveries.

The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).
The County's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Proposal Response Form.

Payment for accepted equipment, supplies, or services will be accomplished by submission of an invoice, in duplicate, to: Clerk, B.C.C. Finance Division, P.O. Box 8080, Sanford, Florida 32772-0869. The invoice must reflect the purchase order number.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the County. All Bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made. A copy of these licenses and permits shall be submitted to the County prior to commencement of work.

CERTIFICATION: Bidder must be State Registered or State Certified if required by either the Special Terms and Conditions or by the Scope of Work; or if such registration/certification is required by the State to perform the contract. The certificate must be in the name of the Bidder shown on the Bid Response Form. The Registration or Certificate should be submitted with the Bid Package. If not submitted with the Bid Package, the Bidder will be required to submit prior to award of the contract.

OCCUPATIONAL LICENSE: Bidder must be an established business fully licensed in accordance with Florida Statutes. Any license must be in the name of the Bidder shown on the Bid Response Form.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the

items being bid. The Contractor must strictly comply with all Federal, State and local building and safety codes. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

EEO STATEMENT: The County is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE): M/WBE is a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An M/WBE wishing to participate in the County procurement process may contact the Purchasing Division for information and assistance.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. The Bidder may NOT alter a bid after opening of the bids. Only the Bidders' names and Bid Totals will be read aloud at the Public Bid Opening. Prices for each line item will not be addressed at that time.
Persons with disabilities needing assistance to participate in the Public Bid Opening should call the contact person at least 48 hours in advance of the meeting at the number provided.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

BID EXTENSION: The period of time for acceptance of the bids submitted, including all terms and conditions of the Bid Documents, may be extended by mutual agreement in writing.

BASIS FOR AWARD: The award will be made to the lowest priced, responsive, responsible bidder. The bid price will be the total of the base period plus all options to extend.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the County. This information will be used to determine the Bidder's responsibility.

FACILITIES: The County reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of five (5) working days.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures specified in the Seminole County Purchasing Code. Failure to file a protest to the Purchasing Manager within the time prescribed in the County's Purchasing Code shall constitute a waiver of proceedings. The Purchasing Code is available at our website (www.co.seminole.fl.us/business/purchasing).

ACCEPTANCE / REJECTION OF BIDS: Seminole County reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this

award. Seminole County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

AWARD: As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the County has entered into a contract or issued a purchase order.

PERFORMANCE PROBATION PERIOD: The Contractor(s) will immediately enter into a three (3) month probationary period upon contract award. During this time the Contractor's performance will be closely scrutinized by County staff. If the Contractor's performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3) (o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposals may be reviewed at the County Services Building, County Commission Records Office, 2nd Floor, Room 2204.

RENEWAL OPTIONS: The contract shall be awarded with options to renew the contract for additional periods. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations unless approved by Seminole County. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance by the contractor, and a continuing requirement by the County.

CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Invitation to Bid shall be merged into the final contract or purchase order. The order of precedence will be general law, the purchase order or contract, Invitation to Bid, and response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Seminole County, Florida.

METHOD OF ORDERING: Items/services shall be ordered via individual purchase orders, release orders, blanket purchase orders or the procurement card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order, release order, or blanket purchase order.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this Invitation to Bid. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

AS SPECIFIED: A purchase order or blanket purchase order will be issued to the Contractor(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the Bidder at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's Performance Standards. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the County's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

INSURANCE: Any special insurance requirements will be found in the Special Terms and Conditions. The awarded Bidder(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified. In the event the Bidder is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidders insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing Purchase Order or contract.

INDEMNIFICATION: If there are any claims for damages attributable to the negligence, errors or omissions of the Contractor, their agents or employees while providing the services called for herein, it is understood and agreed the Contractor shall indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, the Bidder shall not be responsible for acts

or omissions of the County, its agents or employees, or of third parties which result in bodily injury to persons or property.

PATENTS AND COPYRIGHTS: The Bidder, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the County, through the Purchasing Division.

TERMINATION: If either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards, the Contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Termination in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice.
The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies within Seminole, Brevard, Lake, Orange, Osceola, and Volusia Counties, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE

Special Terms & Conditions

1. **PRE-BID CONFERENCE**

A Pre-Bid Conference will be held at the address, date and time as specified on Page 1 of the Invitation to Bid, open to all interested parties, at which time County staff will be present to answer questions and explain the intent of the Bid Documents. Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as a possible addendum to the Invitation to Bid. Attendance is not mandatory, but is encouraged. Please complete the Pre-Bid conference attendance notification sheet enclosed and fax the form to the buyer listed by the required date.

2. **PROJECT MANAGEMENT**

An inspector or project manager shall be designated by the County. During the course of the project, the inspector or project manager will be the County's representative, and be responsible for assuring the proper completion of the project by the Contractor.

3. **CONTRACT TERM/RENEWAL/TERMINATION:**

a. The contract resulting from this Invitation to Bid shall commence upon execution by both parties and extend for a period of thirty six (36) months. The contract may be renewed for three (3) additional twelve (12) month periods, up to a maximum seventy two (72) months upon mutual agreement of both parties.

b. The initiating County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis..

4. **VENDOR SERVICE REPRESENTATIVE:** Bidders must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

5. **INSURANCE:** The minimum amounts of insurance (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

Workers' Compensation/Employers' Liability

Part One: There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensation act or any other coverage's required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two: The minimum amount of coverage's required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

$ 500,000	(Each Accident)
$l,000,000	(Disease - Policy Limit)
$ 500,000	(Disease - Each Employee)

Commercial General Liability: The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2501) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$ 500,000
Each Occurrence	$ 500,000
Fire Damage (any one fire)	$ 500,000
Medical Expense (any one person)	$ 500,000

Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000
Annual Aggregate (if applicable)	Three Times the Each Occurrence Limit

Owners Protective Liability Coverage: The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum occurrence and policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

Requirement for OCP Policy shall be waived provided the Contractor shall require that its insurer name the Owner (and if required, the Engineer) as Additional Insured on the Contractors Commercial General Liability (inclusive of amounts provided by an Umbrella or Excess policy).

Property Insurance: If this contract includes construction of or additions to above ground buildings or structure, the Contractor shall provide Builder's Risk Insurance with the minimum amount of insurance to be 100% of the completed value of such addition(s), building(s) or structure(s).

Installation Floater: If this contract does not include construction of or additions to above ground buildings or structures, but does involve the installation of machinery or equipment, the Contractor shall provide an Installation Floater with the minimum amount of insurance to be 100% of the completed value of such addition(s), building(s) or structure(s).

Scope of Work/Specifications

1. SPECIFICATION BID REQUIREMENTS

A. Bidders shall indicate in the "box" at the end of each paragraph with an "X" if their bid complies on each item or if there is an exception. Exceptions shall be allowed if they are equal to or superior to that specified and provided they are listed and fully explained on a separate page.

Comply ☐ Exception ☐

B. Proposals taking exception to specifications shall not be acceptable.

Comply ☐ Exception ☐

C. Also, bidders shall submit a detailed proposal. A letter only, even though written on a company letterhead, shall not be sufficient. We shall be able to study, evaluate and compare. Bid proposals shall be submitted in the same sequence as specifications for ease of checking compliance. An exception to these requirements shall not be tolerated.

Comply ☐ Exception ☐

2. EXCEPTIONS

A. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by Seminole County to be included in the proposal, regardless of the cost to the bidder.

Comply ☐ Exception ☐

B. Seminole County makes no representation or warranty as to the condition of any equipment to be maintained, and equipment is accepted by the Contractor "as is". The Contractor accepts the responsibility of maintaining all equipment in an efficient operating condition within the equipment design criteria.

Comply ☐ Exception ☐

C. Level of Service

Contractor will maintain facilities for receiving emergency calls directly from Seminole County representatives, on a 24 hour a day, 7 days per week basis. Contractor will ensure that an employee is "on call" at all times.

Comply ☐ Exception ☐

Repairs will be made on the following basis:

1. Routine Calls

   Routine calls will be responded to within 48 hours. Routine maintenance service will be handled during normal business hours daily except Saturday, Sunday and holidays.

   Comply ☐ Exception ☐

2. Emergency Calls (Non-Hazardous Conditions): Seminole County is totally unable to dispense any one product at any one time, or totally unable to dispense all self-service sales of one product. (Note: One suction pump or one dispenser not operative when other units dispensing the same product are operable does not constitute an emergency situation.)

For emergency calls (non-hazardous conditions) as listed above, the Contractor will be at the site within four (4) hours of receipt of call. These calls must be handled on a 24-hour per day, seven-day per week basis.

Comply ☐ Exception ☐

3. Emergency Calls (Hazardous Conditions): Public Safety or environmental danger is involved or free flow of product or exposed electrical wires.

   A. Contractor will immediately notify Fleet Operations/Fleet Services when in receipt of an emergency/hazardous conditions call. During non-business hours, Contractor will contact an authorized Fleet Services Representative within 30 minutes via the method provided by Fleet Services.

   Comply ☐ Exception ☐

   B. For emergency calls (hazardous conditions) as listed above, Contractor will respond to the call within one (1) hour of receipt of call. Emergency calls (hazardous conditions) will be handled on a 24 hours per day basis. Contractor's primary responsibility is to render location in a safe condition to protect public safety and Seminole County property (i.e., capping broken line, providing barricades, etc.) Repairs needed to correct the hazardous condition that are not contained in the Contractor's Scope of Work must receive prior approval from authorized Seminole County personnel.

   Comply ☐ Exception ☐

   C. Emergency calls as listed above shall mean any communication from the County for locations covered by this Contract or from any authorized representative to the Contractor for requested emergency service of which the County deems necessary for safety reasons. Seminole County shall furnish a list of Authorized agents and phone numbers.

   Comply ☐ Exception ☐

A. Equipment Repair and Replacement

1. When making a service call at any location, Contractor will, in addition to making the necessary repairs requested by the County, inspect and repair all other times that are the Contractor's responsibility.

   Comply ☐ Exception ☐

2. Parts used will be equipment manufacturer replacement parts, or if not available, parts equal in quality and service.

   Comply ☐ Exception ☐

3. Contractor shall follow manufacturer's recommended maintenance procedures.

   Comply ☐ Exception ☐

4. When, in Contractor's judgement, an entire unit, as distinguished from its component parts, has deteriorated beyond the point where economic repair is not possible, the Contractor shall notify the County in writing. If the County concurs with the Contractor's judgement, the item shall be replaced at the County's expense or removed from this Contract.

   Comply ☐ Exception ☐

5. Contractor shall, however, make all reasonable efforts to keep such equipment operating until such decision or replacement has been made. The decision of the County shall be final in all cases in dispute.

   Comply ☐ Exception ☐

B. Equipment Under Warranty

Where items of equipment are subject to a guarantee on the part of a vendor or manufacturer and such guarantee contains a condition that repair may be made only by authorized parties other than Contractor, Contractor shall arrange for such repairs by such authorized parties. If Contractor is authorized to make repairs, Contractor shall do so, complying with all requirements necessary to keep the guarantee in effect. At the time of Contract award Contractor will be supplied with a list of all equipment still under warranty at each location. It shall be the responsibility of Seminole County to notify Contractor in writing whenever new equipment is installed.

Comply ☐ Exception ☐

C. Contractor's Employment of Others

1. Contractor agrees to maintain, on additional cost basis, list of Seminole County approved subcontractors to respond to items outside contract terms. All such work shall be approved by Seminole County.

   Comply ☐ Exception ☐

2. Invoices from Subcontractors to Contractor for work done under this Contract will be marked-up _____ (percentage) and re-invoiced to Seminole County.

   Comply ☐ Exception ☐

   State percentage mark-up here: _____

D. Service Parts

1. Contractor shall maintain a stock of parts sufficient to properly service all sites that are covered by this Contract. In addition to such stock Contractor shall maintain sources of supply for items that may be required for any equipment maintenance.

   Comply ☐ Exception ☐

E. Additions and Deletions

Contractor shall verify numbers of locations and equipment on the first visit to each location. Written notification shall be provided to Seminole County of any discrepancies.

Comply ☐ Exception ☐

F. Maintenance/Service Exclusions

1. Damaged or Vandalized Equipment

   Cost of all service calls and repairs resulting from damage or vandalism by known or unknown parties is excluded from this contract. This includes damages caused by vehicles, Acts of God, negligence or misused.

   Comply ☐ Exception ☐

2. Erroneous Reporting of Maintenance Needs

   Contractor is responsible to properly screen all maintenance calls to ensure that all requests for maintenance are included in Contract Scope of Work. In the event that an erroneous maintenance call is responded to (after screening by Contractor), the Contractor will notify Seminole County who will determine the validity of the requested exclusion and determine if a separate work order is to be issued.

   Comply ☐ Exception ☐

3. High or Low Voltage Conditions

   If damage to equipment is the result of input power variations that are inconsistent with equipment manufacturers recommended tolerances, then Seminole County will be notified and will determine the validity of the requested exclusion and determine if a separate work order is to be issued.

   Comply ☐ Exception ☐

G. Record Keeping: Mechanic Work Report

1. Contractor shall maintain orderly work orders and records of work performed under contract for Seminole County review.

   Comply ☐ Exception ☐

2. Contractor shall submit monthly invoices in a timely manner. Invoices will be submitted at the end of each month for all work performed that month. Invoices received and payments made shall be in compliance with the "Florida Prompt Payment Act". (Chapter 89-297, Laws of Florida)

   Comply ☐ Exception ☐

THE SCOPE OF REGULAR REPAIR/MAINTENANCE WORK SHALL BE AS FOLLOWS:

The Scope of Work is intended to encompass all repairs to specified units of service station equipment necessary to maintain their level of operation at manufacturer's specifications.

A. PUMPS & DISPENSERS (For the purpose of this contract, a pump and/or dispenser is defined and understood to consist of the entire physical apparatus purchased by Seminole County from a manufacturer.)

Comply ☐ Exception ☐

INCLUDES:

1. Labor and material to adjust, repair or replace all integral mechanical, electrical and electronic parts and components.

2. Pump union adjustment and replacement.

3. Impact valve adjustment and replacement.

4. Under pump check valve cleaning, adjustment or replacement of existing unit.

5. Calibration of pumps, when requested by Seminole County or Department of Weights and Measures. Contractor will comply with the rules and regulations of all governmental authorities (maximum 2 calibrations per nozzle per year). Excessive calibration requirements shall be reported to Seminole County.

   NOTE: Seminole County shall furnish written procedure for reconciliation of product removed during calibrations.

6. Labor and material to repair pump keys and lock mechanisms.

7. Labor and material to repair or replace linkage and meter.

8. Labor and material to replace hoses, nozzles, swivels and break-a-ways.

9. Labor and material to repair or replace hose retractors.

10. Labor and material to replace dispense filters.

Comply ☐ Exception ☐

EXCLUDES:

1. Repair or replacement of any underground lines both product and electrical (including pulling wire).
2. Installing, removing or relocating entire pump or dispenser.
3. Repair or rewiring electric service panel.
4. Cost of clearing water from lines, dispensers or pumps.
5. Material cost for pump tops, pump skirts, glass and panels, which will be supplied or paid for by Seminole County.

Comply ☐ Exception ☐

B. SUBMERSIBLE PUMPING UNITS (For the purpose of this Contract, a submersible pumping unit is defined and understood to consist of the entire physical apparatus purchased by Seminole County from a manufacturer, consisting of a housing, head unit, leak detector, pump or motor assembly.)

INCLUDES:

Labor and material to adjust, repair or replace all integral parts and components both mechanical and electrical including check/pressure relief valve, capacitor and leak detector, pump and motor assembly replacement.

Comply ☐ Exception ☐

EXCLUDES:

1. Labor and material costs to repair any underground lines, either product or electrical.
2. Labor and material required for excavation.
3. Labor and material for repair or replacement of entire submersible pump assembly.

Comply ☐ Exception ☐

C. UNDERGROUND TANKS (Gasoline and Diesel)

INCLUDES:

1. Removal of water accumulation of 2" or less from tank bottom. Water measurement before and after pumping shall be noted on work ticket, including gallons withdrawn. The water removed is to be placed in approved containers supplied by Seminole County. The container and the water will remain the property of the Seminole County.

   NOTE: Water removal from the same tank once a month for two (2) consecutive months should be considered suspect and reported to Seminole County for corrective action.

2. Labor and material for replacement of broken/worn fill covers, fill caps and adapters.
3. Labor to repair/replace drop tubes.

4. Reporting to Seminole County any unsafe vent conditions.

Comply ☐ Exception ☐

EXCLUDES:

1. Any underground repair to tanks or lines.
2. Contractor is not responsible for repeated removal of water from tanks after Contractor has reported to Seminole County a suspected leak.
3. Misuse and/or abuse of drop tanks.
4. Water disposal.
5. Material and labor to replace missing gauge box, manhole or fill box covers.

Comply ☐ Exception ☐

D. FUEL MANAGEMENT SYSTEM (For the purpose of this contract, self-serve console is defined and understood to consist of the entire physical apparatus purchased by Seminole County from a manufacturer.)

INCLUDES:

1. Labor and material to adjust, repair or replace all integral mechanical, electrical and electronic parts of self-serve consoles, relay boxes and control boxes.
2. Labor and material to adjust or repair all intercoms and speakers.
3. Electronic gauge system.
4. Electronic monitoring systems.

Comply ☐ Exception ☐

EXCLUDES:

1. Repair or replacement of any wiring.
2. Labor and material for the installation/removal of complete self-serve system or additions to existing systems.
3. Wiring/conduit on intercoms or speakers.

Comply ☐ Exception ☐

BID RESPONSE FORM
IFB-3047-02/GMG
TERM CONTRACT FOR FUEL SYSTEM REPAIR & MAINTENANCE SERVICES

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, per the specifications and scope of work of the bid

Fuel System Repair and Maintenance Monthly Service

ITEM	LOCATION	units	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
001	Fleet Services –141 Bush Loop, Sanford	MONTHLY	12	$	$
002	Osceola Landfill – 1930 Osceola Rd, Geneva	MONTHLY	12	$	$
003	Mobile fuel trucks (three)	MONTHLY	12	$	$
				Estimated Total Annual	**$**

Bidder (Company) Name:	F. E. I. N. or SS Number:
Mailing Address:	Street Address:
City, State, Zip:	City, State, Zip:
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.* X _____ Authorized Signature (Manual)
Incorporated in the State of: Year:	
Telephone Number: ( )	Typed or Printed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number: ( )	Delivery in _____ days, ARO Payment Terms: ____% ____ days, Net 30
F.O.B.: **DESTINATION**	Bid Security is attached, when required, in the amount of: $

This Form Must Be Completed and Returned with your Submittal

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A Pre-Proposal Conference will be held on **April 18, 2002, at 9:00 a.m. at the Seminole County Fleet Services, 141 Bush Loop, Sanford, FL**. Please return this form by **April 16, 2002.**

Gloria M. Garcia, CPPB, Senior Procurement Analyst
SEMINOLE COUNTY
PURCHASING DIVISION
1101 E. 1st STREET, ROOM#3308
Fiscal Services Conference Room
SANFORD, FL 32771
TELEPHONE: (407) 665-7123
FAX: (407) 665-7956

PLEASE CHECK:

_____ We plan to attend and intend to submit a proposal

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ We do not plan to attend, but intend to submit our proposal.
_____ We do not plan to attend, but will be submitting a list of questions.
_____ We do not plan to attend and will not be submitting a list of questions:

_____
Signature

_____
Title

_____
Name of Company

_____
Date

BIDDER INFORMATION

Bidder shall complete either the "Corporate Authority," "Proprietorship," "Partnership Information" or, "Joint Venture Information" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

Bidder Information

_____

CORPORATE AUTHORITY		
CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	
	Vice-President	
	Secretary	
	Treasurer	

PROPRIETORSHIP	
Proprietor:	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific bid and contract documents. Each bidder must assure that the officer information provided is in accord with the bidder's corporate registration supplied to the Secretary of State.

PARTNERSHIP INFORMATION		
Partner:Full	Limited	
Partner:Full	Limited	
Partner:Full	Limited	

If your firm is a partnership, indicate for each partner whether he/she is a full or limited partner by CIRCLING either "full" or "limited". Managing partners with authority to bind the partnership should be identified.

JOINT VENTURE INFORMATION	
Firm #1	**Firm #2**
Firm Name: _____	Firm Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone: _____	Telephone: _____
Fax Number: _____	Fax Number: _____
Toll Free Phone: _____	Toll Free Phone: _____
President: _____	President: _____
Other Corporate Authority (signatory) _____	Other Corporate Authority (signatory) _____
Firm #3	**Firm #4**
Firm Name: _____	Firm Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Telephone: _____	Telephone: _____
Fax Number: _____	Fax Number: _____
Toll Free Phone: _____	Toll Free Phone: _____
President: _____	President: _____
Other Corporate Authority (signatory) _____	Other Corporate Authority (signatory) _____

This Form Must Be Completed and Returned with your Submittal, if applicable

PAST PERFORMANCE/EXPERIENCE
SIMILAR PROJECTS

Project Name:	
Owner:	
Reference Name:	
Reference Address:	
Phone Number: ( )	Fax Number: ( )
Fees Earned:	
Project Total Cost:	
Project Completion Date:	
Actual Completion Date:	
Over / (Under) Budget in $ and %:	
Summary of Work:	
Comments:	

Project Name:	
Owner:	
Reference Name:	
Reference Address:	
Phone Number: ( )	Fax Number: ( )
Fees Earned:	
Project Total Cost:	
Project Completion Date:	
Actual Completion Date:	
Over / (Under) Budget in $ and %:	
Summary of Work:	
Comments:	

This Form Must Be Completed and Returned with your Submittal

References

CLIENT/CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER
		( ) ( )
		( ) ( )
		( ) ( )

Does Bidder have any similar work in progress at time of Bid Opening? ☐ Yes ☐ No

If" Yes", explain: _____

BANK OR OTHER FINANCIAL REFERENCES

BANK NAME AND LOCATION	DATE OPENED	CONTACT PERSON	TELEPHONE AND FAX NUMBER
			( ) ( )
			( ) ( )
			( ) ( )

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

Statement of Insurance Compliance

The undersigned firm agrees to obtain prior to award, if selected, Professional Liability Insurance (if applicable), Worker's Compensation and General Liability in accordance to the requirements as set forth in the Invitation to Bid or draft agreement, attached hereto.

Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

_____
Bidder

X _____
Authorized Signature

_____
Officer Title

_____
Date

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(*Name of Business*)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X _____
Bidder's Signature

_____
Date

This Form Must Be Completed and Returned with your Submittal, if applicable

Disputes Disclosure Form

Answer the following questions by placing an "X" or a check "☑" in the box directly after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ **NO** ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ **NO** ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ **NO** ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Invitation to Bid:

_____ Firm

_____ Date

X _____ Authorized Signature

_____ Officer Title

_____ Printed or Typed Name

This Form Must Be Completed and Returned with your Submittal.

Statement of No Bid
IFB-3047-02/GMG
Term Contract for Fuel System Repair & Maintenance Services

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: Seminole County, Purchasing Division, 1101 E. 1st Street, Room 3028, Sanford, Florida 32771.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s):

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

REMARKS: _____

_____

_____

Company Name	Telephone
X Signature	Fax
Title	Typed or Printed Name

Address City State Zip

Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: _____

Date: _____

Seminole County Draft Agreement

Attached is a draft of a sample bid agreement provided for information purposes only.

Draft

«AGREEMENT» AGREEMENT («PSNO»)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **«CONTRACTOR»**, duly authorized to conduct business in the State of Florida, whose address is «CONTRACTORADDRESS», «CONTRACTORCITYSTATE», hereinafter called the "«CONTRACTORTYPE»" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide «TOPROVIDE» in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, «CONTRACTORTYPE» is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and «CONTRACTORTYPE» agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain «CONTRACTORTYPE» to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Notice to Proceed issued and

executed by the COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by «CONTRACTORTYPE» shall commence upon execution of this Agreement by the parties and shall be completed «COMPLETIONDATE».

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate «CONTRACTORTYPE» for the professional services called for under this Agreement a fixed fee in the amount of «FEEAMOUNT». «CONTRACTORTYPE» shall perform all work required by the Scope of Services but, in no event, shall «CONTRACTORTYPE» be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the «CONTRACTORTYPE» when requested as work progresses for services furnished, but not more than once monthly. «CONTRACTORTYPE» may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of «CONTRACTORTYPE»'s invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay «CONTRACTORTYPE» ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If COUNTY determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

SECTION 5. BILLING AND PAYMENT.

(a) «CONTRACTORTYPE» shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

(1) The name and address of the «CONTRACTORTYPE»;

(2) Work Order Number;

(3) Contract Number;

(4) A complete and accurate time record of services performed by the «CONTRACTORTYPE», in increments of 1/10 of an hour, for all services performed by the «CONTRACTORTYPE» during that month and for which the COUNTY is billed and the name of the individual performing each service;

(5) A description of the services rendered in (4) above, corresponding to the 1/10 time increments, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity here required, it would be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be specified in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and

(6) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

«COUNTYDEPT»
«DEPTADDRESS»
«DEPTCITYSTATE»

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the «CONTRACTORTYPE».

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records

of «CONTRACTORTYPE» after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to «CONTRACTORTYPE» and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to «CONTRACTORTYPE» may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to «CONTRACTORTYPE». Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) The «CONTRACTORTYPE» agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at «CONTRACTORTYPE»'s office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, «CONTRACTORTYPE» shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF «CONTRACTORTYPE».

(a) «CONTRACTORTYPE» shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by «CONTRACTORTYPE» under this Agreement. «CONTRACTORTYPE» shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the «CONTRACTORTYPE» shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the «CONTRACTORTYPE»'S performance of any of the services furnished under this Agreement.

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the «CONTRACTORTYPE»'s services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to «CONTRACTORTYPE». No changes or revisions to the documents furnished by «CONTRACTORTYPE» shall be made by COUNTY or its agents without the written approval of «CONTRACTORTYPE».

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the «CONTRACTORTYPE», terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the «CONTRACTORTYPE» to fulfill «CONTRACTORTYPE»'s Agreement obligations. Upon receipt of such notice, the «CONTRACTORTYPE» shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may

have been accumulated by the «CONTRACTORTYPE» in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the «CONTRACTORTYPE» shall be paid compensation for services performed to the date of termination. «CONTRACTORTYPE» shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the «CONTRACTORTYPE» to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the «CONTRACTORTYPE» shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The «CONTRACTORTYPE» shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the «CONTRACTORTYPE». Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the «CONTRACTORTYPE».

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the «CONTRACTORTYPE» had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause

are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. «CONTRACTORTYPE» agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. «CONTRACTORTYPE» warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the «CONTRACTORTYPE», to solicit or secure this Agreement and that «CONTRACTORTYPE» has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for «CONTRACTORTYPE», any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of

the opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event «CONTRACTORTYPE», during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, «CONTRACTORTYPE» must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, «CONTRACTORTYPE» shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 15. INDEMNIFICATION OF COUNTY. The «CONTRACTORTYPE» agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the «CONTRACTORTYPE», whether caused by the «CONTRACTORTYPE» or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. The «CONTRACTORTYPE» shall at the «CONTRACTORTYPE»'s own cost, procure the insurance required under this Section.

(1) The «CONTRACTORTYPE» shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability

policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the «CONTRACTORTYPE», the «CONTRACTORTYPE» shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the «CONTRACTORTYPE» shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the «CONTRACTORTYPE» shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by «CONTRACTORTYPE» shall relieve the «CONTRACTORTYPE» of the «CONTRACTORTYPE»'s full responsibility for performance of any obligation including «CONTRACTORTYPE»'s indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following

requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the «CONTRACTORTYPE» shall, as soon as the «CONTRACTORTYPE» has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the «CONTRACTORTYPE» has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the «CONTRACTORTYPE» shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the «CONTRACTORTYPE», the «CONTRACTORTYPE» shall, at the «CONTRACTORTYPE»'s sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified

in the Agreement, the insurance shall become effective prior to the commencement of work by the «CONTRACTORTYPE» and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) «CONTRACTORTYPE»'s insurance shall cover the «CONTRACTORTYPE» for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The «CONTRACTORTYPE» will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the «CONTRACTORTYPE» and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

$ 500,000.00	(Each Accident)
$1,000,000.00	(Disease-Policy Limit)
$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The «CONTRACTORTYPE»'s insurance shall cover the «CONTRACTORTYPE» for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the «CONTRACTORTYPE» (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00

(3) Professional Liability Insurance. The «CONTRACTORTYPE» shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00).

(d) Coverage. The insurance provided by «CONTRACTORTYPE» pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the «CONTRACTORTYPE».

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be

provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the «CONTRACTORTYPE», its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) «CONTRACTORTYPE» agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the «CONTRACTORTYPE» had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall

exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. REPRESENTATIVE OF COUNTY AND «CONTRACTORTYPE».

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by «CONTRACTORTYPE», shall designate in writing and shall advise «CONTRACTORTYPE» in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) «CONTRACTORTYPE» shall, at all times during the normal work week, designate or appoint one or more representatives of «CONTRACTORTYPE» who are authorized to act on behalf of «CONTRACTORTYPE» regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the «CONTRACTORTYPE» including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The «CONTRACTORTYPE» is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by the «CONTRACTORTYPE» in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by the «CONTRACTORTYPE» not specifically provided for herein shall be honored by the COUNTY.

SECTION 24. PUBLIC RECORDS LAW. «CONTRACTORTYPE» acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. «CONTRACTORTYPE» acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution

and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

«COUNTYDEPT»
«DEPTADDRESS»
«DEPTCITYSTATE»

FOR «CONTRACTORTYPE»:

«CONTRACTOR»
«CONTRACTORADDRESS»
«CONTRACTORCITYSTATE»

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the «CONTRACTORTYPE» shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the

«CONTRACTORTYPE».

SECTION 28. CONFLICT OF INTEREST.

(a) The «CONTRACTORTYPE» agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The «CONTRACTORTYPE» hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the «CONTRACTORTYPE» to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the «CONTRACTORTYPE» hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

«CONTRACTOR»

_____
«SECRETARY», Secretary

By: _____
«PRESIDENT», President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARLY G. MCLAIN, Chairman

Date: _____

For the use and reliance

As authorized for execution by

of Seminole County only.
Approved as to form and
legal sufficiency.

_____
County Attorney

AC/lpk
«DATE»
«PSNO»

the Board of County Commissioners
at their _____, 20____,
regular meeting.

Attachment:
Exhibit "A" - Scope of Services