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| <b>SUBMIT PROPOSALS TO:</b><br>Seminole County<br>1301 East 2nd Street<br>Sanford, Florida 32771<br><b>Attn: PURCHASING &amp; CONTRACTS (PCD)</b>                                                                                                                                                     | <b>REQUEST FOR PROPOSALS (RFP)</b><br><br>And<br>Proposer Acknowledgment                                                                                                    |
| Contact: Betsy J. Cohen, CPM, CPPO<br>Procurement Administrator<br>Phone: 407-665-7112<br>Email: <a href="mailto:bcohen@seminolecountyfl.gov">bcohen@seminolecountyfl.gov</a>                                                                                                                         | <b>RFP-602971-17/BJC</b><br><br><b>TERM CONTRACT FOR THE PURCHASE OF AUTOMOTIVE PARTS AND SUPPLIES</b>                                                                      |
| <p align="center"><b><u>PROPOSAL DUE DATE – October 11, 2017</u></b><br/> <b><u>Time: 2:00 PM (Eastern Standard Time)</u></b></p> <p align="center"><b><u>Location of Public Opening:</u></b><br/> <b>Purchasing &amp; Contracts Division, 1301 East 2<sup>nd</sup> Street, Sanford, FL 32771</b></p> |                                                                                                                                                                             |
| Proposer Name:                                                                                                                                                                                                                                                                                        | Federal Employer ID Number:                                                                                                                                                 |
| Mailing Address:                                                                                                                                                                                                                                                                                      | If returning as a "No Submittal", state reason<br>( <b><u>if so, return only this page</u></b> ):                                                                           |
| City, State, Zip:                                                                                                                                                                                                                                                                                     |                                                                                                                                                                             |
| Type of Entity ( <b>Circle one</b> ): Corporation<br>Partnership   Proprietorship   Joint Venture<br>Incorporated in the State of: _____<br>List of Principals: _____<br>_____                                                                                                                        | <b>The undersigned Proposer hereby acknowledges receipt of Addenda Numbers _____ through _____:</b><br><br>_____<br>Authorized Signature (Manual)                      Date |
| Email Address:                                                                                                                                                                                                                                                                                        | Typed Name:                                                                                                                                                                 |
| Telephone Number:                                                                                                                                                                                                                                                                                     | Title:                                                                                                                                                                      |
| Fax Number:                                                                                                                                                                                                                                                                                           | Date:                                                                                                                                                                       |

**THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL**

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

**Part - 1**  
**General Description and Scope of Services**

**A. General:**

1. It is the intent of the County to establish multiple contracts with several vendors for the provision of various types of new parts and/or new replacement parts on an as needed basis for Seminole County vehicles and operating equipment. This is an indefinite quantity contract to be used on an as needed basis. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this RFP.
2. The County owns and operates various makes, models, brands, types, and sizes of vehicles and operating equipment, including cars, SUVs, trucks, buses, heavy construction equipment, and both large and small agricultural, and lawn equipment. The County intent is to establish part contracts with multiple vendors to cover all of its replacement parts needs. A list of currently units are included in the RFP documents. Proposer recognizes that the County provides essential and emergency services to the citizens of Seminole County, and that Services cannot be provided if vehicles and equipment are down due to unavailability of parts and components.
3. Suppliers are encouraged to specify in their submittal the type of parts and/or materials they could/would provide in reference to the County own equipment.
4. Respondents are requested to submit their total line of available products and services. The parts and/or materials that may be required under the resulting contract(s) include but are not limited to: filters, hoses, brakes, suspension, drive-line, A/C, etc. Parts supplied by the Contractor must be of the highest quality that meet or exceed original vehicle manufacturer (OEM) specifications and/or quality for a mixed fleet with diverse ages, operating under diverse ages, operating under diverse conditions.
5. Proposer must be an authorized distributor of each manufacturer of products lines offered to the County in this response. Parts supplied by the Contractor, in conjunction with this contract, may be maintenance certified (re-manufactured, rebuilt, or re-conditioned), as long as they are warranted for merchantability and carry a warranty equal to new products and must be approved by the Fleet Maintenance Services department prior to delivery. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards.
6. Proposer must have the proven ability to allow electronic access to product information and ordering. Orders may be placed via Purchase Orders, on-line using Internet technology or via the telephone or fax.
7. All pricing submitted shall include the administrative fee to be remitted to the County by the Contractor. It is the Contractor's responsibility to keep all pricing up to date and on file with the County.
8. All deliveries will be freight prepaid, F.O.B. destination and will be included in all pricing offered unless otherwise clearly stated in writing. For purposes of this RFP,

"normal" business hours shall be defined as 7:00 AM to 5:00 PM, Monday through Friday; "after hours" shall be defined as 5:01 PM to 6:59 AM Monday through Friday, weekends, and County observed holidays.

**B. Inventory:**

1. Contractor's inventories must support the County's demands and made available for immediate delivery. Proposer shall analyze the County's usage patterns and maintain an adequate supply of parts and components identified by Fleet Management to meet the County's needs and avoid stock outs and back orders. Proposer recognizes that the County provides essential and emergency services to the citizens of Seminole County, and that Services cannot be provided if vehicles and equipment are down due to unavailability of parts and components.
2. The County reserves the right to acquire needed parts and components from alternate sources if the Contractor is unable to provide the required products in a timely manner. Backorder and delivery reports and other methods deemed appropriate shall be requested by the County from time to time to monitor the Contractor's performance and compliance to the Contract. Poor performance with respect to the product availability, or any other requirements of the Contract, may constitute grounds for termination of the Contract between the County and the Contractor.
3. If, for reasons beyond the control of the Contractor (i.e. industry wide parts outage), that result in a stock-out situation, the Contractor will be prepared and in agreement to supply the following: (a) immediate notification of inventory status to the County Fleet Manager or designee (b) immediate notification and delivery of Contract specified parts and components when they become available.

**C. Returns and Restocking Charges:**

1. Contractor or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the County notifies Contractor of the return. The County will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this Agreement or is a specialty item and the County has been notified, at the time of placement of order, of the potential restocking charge.
2. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications, the County reserves the right to either; (1) cancel the order and return such materials to the Contractor at the Contractor's expense; or (2) require the Contractor to replace the parts/materials at the Contractor's expense.

**D. Training:**

1. Contractor will be responsible for initially training all necessary County employees on using their on-line ordering system and any on-going training for new or additional users, at no additional cost to the County. Contractor will be responsible for providing documented step-by-step instructions to each authorized User of the County.

**E. MSDS:**

1. It will be the Contractor's responsibility to ensure that the County has received the latest version of any MSDS forms required by 29 CFR 1910.1200 for any

hazardous material as applicable. Should the content of an existing MSDS be revised, the Contractor must promptly provide a new MSDS to the County with the new information relevant to the specific material.

F. **Receiving:**

1. Inventory accuracy and contract management are critical. The Contractor is responsible to insure all quantities, packaging, pricing, part numbers and related information is correct on all shipments/parts/invoicing. No delivery is to be “dropped off” at any County Facility without shipment confirmation, audit and signature of receipt from authorized County personnel.

G. **Warranty:**

1. All Products supplied under the Contract shall be covered by a manufacturer’s written guarantee and/or warranty that such products will be free from defects in materials, workmanship and performance for a minimum of one (1) year; merchantable and in full conformity with the Contract, industry standards, dimension charts and Contractor’s descriptions, representations and samples. Contractor shall administer the warranty on the County’s behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the County all products that violate either the above warranty or the applicable manufacturer’s warranty. The manufacturer’s warranty will be the sole and exclusive remedy of the County in connection with any claims concerning the parts supplied to the County pursuant to this Contract. All other warranties, both express and implied, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded. Copies of the manufacturers’ warranties are available to the County upon request.
2. Contractor shall provide the County with two copies of the manufacturer’s written warranty for each item of equipment.
3. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

H. **Purchasing Cards:**

1. Contractor must accept County issued Purchasing Cards on-line or in retail stores. Purchasing Cards must be linked to Contract pricing. Each delivery must have an invoice stating the order number, items ordered, and unit of measure, contract pricing and items enclosed and identify any items on backorder.

## **Part 2** **INSTRUCTIONS TO PROPOSERS**

**Section 1 - Contact:** All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this RFP or their written proposal at any time prior to the posting on the COUNTY's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

**Section 2 - Public Closing:** Written proposals shall be received at PCD in the specified location, date and time (considered to be the deadline for submission) as referenced in the Formal Notice for this RFP, unless otherwise revised via posted Addenda. As soon as possible thereafter, the names of the Proposers that submitted written proposals for this RFP shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Closing at (407) 665-7112.

**Section 3 - Delays:** The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing))

**Section 4 – Proposal Submission and Withdrawal:** The COUNTY will receive written proposals in hard copy form as stated in the Formal Notice. The outside of the envelope/container must be identified with this RFP Number and Title referenced within the Formal Notice for this RFP. The envelope/container must also include the Proposer's name and return business address. No electronic proposal submissions by email or other electronic method will be accepted. **Proposals received after the scheduled due date and time for submission shall be returned unopened.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any proposal. The COUNTY cautions all Proposers to ensure actual delivery of mailed or hand-delivered proposals prior to the scheduled due date and time for submission that has been set for receiving proposals. Telephone confirmation of timely receipt of any proposal should be made by calling (407) 665-7116, before the 2:00 PM deadline.

The Proposer is required to submit **FIVE (5) COMPLETE SETS** in hard copy (one [1] original and four (4) copies), **plus ONE (1) copy in a flash-drive,** of their complete written proposal. The Proposer should submit their written proposal in person or by mail in hard copy form. The electronic copy shall not include information in addition to that being provided in the original hard copy submittal. If additional information is received, PCD will serve notice to the Proposer that the additional information will not be considered under this RFP solicitation. Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the proposal. Proposals, once opened, become the property of the COUNTY and will not be returned to the Proposer. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

**Section 5 - Inquiries:** All Proposers should carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Proposer, shall constitute an acceptance by the Proposer of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached Draft Agreement, shall be requested in writing, and received by PCD Contact Person no later than ten (10) days prior to the due date. Written requests can be submitted via e-mail: [bcohen@seminolecountyfl.gov](mailto:bcohen@seminolecountyfl.gov). The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this RFP.

**Section 6 - Addenda:** Should revisions to the RFP documents become necessary, the COUNTY will post Addenda information on the COUNTY's Website. All Proposers should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". **By execution of the Formal Notice for this RFP, the Proposer acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)). It is the sole responsibility of the Proposer to ensure that they obtain information related to any Addenda.

**Section 7 - Selection Process and Award:** All proposals will be reviewed by personnel as designated by the COUNTY staff in accordance with the qualification/evaluation criteria set forth in the RFP documents. The COUNTY reserves the right to conduct interviews and/or require presentations of any or all Proposers prior to selection. The COUNTY will not be liable for any costs incurred by the Proposer in connection with such presentations. Should oral presentations for this RFP be required by the COUNTY, the qualification/evaluation criteria and weights shall be used to short-list an adequate number of firms. The County will award a contract based on the proposal that best meets the County's requirements, that would provide the best service to the public, and would provide a high return to the County. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

**Section 8 - Proposal Preparation Costs:** Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

**Section 9 - Accuracy of Proposal Information:** By submission of a proposal, Proposer acknowledges that they have carefully examined the Request for Proposal documents and agrees to furnish the services specified in the solicitation at the prices, rates or discounts as proposed. Proposers agree that their proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a proposal, Proposer agrees to abide by all conditions of this proposal and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Proposer certifies that all information contained in their proposal is truthful to the best of their knowledge and belief. Proposer further certifies that they are duly

authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if selected.

**Section 10 - Insurance:** A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

**The COUNTY recommends that all Proposers review the insurance requirements listed within the Draft Agreement with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Proposer that fails to provide the insurance as required within the COUNTY's Award Agreement.**

**Section 11 - Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal under this RFP. Failure of the Proposer to be fully licensed and certified, may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., is the responsibility of the Proposer.

**Section 12 - Posting of the RFP's Recommendation and Intent to Award:** The recommendation and intent to award for this RFP will be posted on the COUNTY's Website ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)) prior to submission to the Seminole County Board of County Commissioners for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

**Section 13 - Public Records:** Upon recommendation and intent to award this RFP as posted to the COUNTY's website or within thirty (30) calendar days after closing, proposals are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the RFP documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Public Records Law; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

**Section 14 - Prohibition Against Contingent Fees:** It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure the Award Agreement for this RFP, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award

Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**Section 15 - Acceptance/Rejection/Disqualification:** The COUNTY reserves the right to accept and make award to those Proposers, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Proposers in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

**Section 16 - Purchasing Code:** Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this RFP in their entirety.

**Section 17 - Affirmation:** By submission of a proposal, the Proposer affirms that their proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of this RFP and the resulting Award Agreement.

**Section 18 - 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 proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts 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.

**Section 19 – Advertising:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval of the County Manager's Office.

**Section 20 – Patents and Royalties:** Unless otherwise provided, the Proposer shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this RFP. The Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Proposer. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Proposer. If such a claim is made, the Proposer shall use its best efforts to promptly purchase



for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 21 - Drug-Free Workplace Compliance:** Proposer shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the proposal and all agreements as a result of this solicitation.

**Section 22 - Public Entity Crime:** Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

**Section 23 - Uniform Commercial Code:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Proposer and the County for any terms and conditions not specifically stated in this solicitation.

**Section 24 - Proprietary/Restrictive Specifications:** Proposers who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this Request for Proposals and prior to the due date.

**Section 25 - Payment Terms/Discounts:** The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

**Section 26 – Additional Terms and Conditions:** Unless expressly accepted by the County, only the terms and conditions in this document and Award Agreement shall apply. Any and all additional terms and conditions shall have no force and effect, and are inapplicable to this proposal 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 special conditions in these RFP documents and any Addenda issued under this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this.

### Part - 3

#### Instructions for the preparation of Submittals

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. The proposals shall include all of the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. Proposals must be organized and sections tabbed in the order noted below. The Proposer shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations are at the option of the County. Marketing materials shall not be included as documentation of Proposer's ability to provide services required. Compliance with all requirements will be solely the responsibility of the Proposer and failure to provide requested information may result in disqualification of response.

#### 1. **REQUIRED SUBMITTALS:**

- A. Formal Notice: Page #1 of the RFP Package. If a Proposer is a corporation, it must be certified with the Florida Department of State, Division of Corporations, and have a corporate status in good standing. In the case of an out-of-state corporation, Proposer must present evidence of authority to do business in the State of Florida.
- B. Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. This letter should also serve as acknowledgement by the Proposer that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance, bonding and licensing requirements. Further, the Proposer acknowledges their intent to execute an Agreement with the COUNTY
- C. License Sanctions: Regulatory/license agency sanctions within the past 5 years.
- D. Attachment A - Conflict of Interest Statement (Rev. 9/3/2014)
- E. Attachment B - Compliance with the Public Records Law (Rev. 3/27/14)
- F. Attachment C - Worker's Compensation Form (Rev. 3/22/12)
- G. Attachment D - Taxpayer ID Number and Certification W-9 Form (Rev. 12-2014)
- H. Attachment E – Drug Free Work Place (Rev. 2/13/06)
- I. Attachment F - Americans with Disabilities Act Affidavit (Rev. 6/15/01) (If applicable)
- J. Attachment G – Draft Agreement

#### 2. **QUALIFICATIONS AND EXPERIENCE:**

- Past performance is relevant information regarding the Contractor's actions under previously awarded contracts; including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's businesslike

concern for the interest of the customer. Proposers must submit a minimum of three (3) references of clients that the Proposer has furnished products as those identified in this solicitation. Each reference must include client information, contact person, telephone number, fax number and a brief summary of the contract information, if applicable. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's products and services.

- Brief history of the company, including year it was established.
- Retail store locations
- Company's organizational chart of those individuals that will be involved in the contract.
- List the number and services offices in the State of Florida.
- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any governmental entity with jurisdiction, allowing the company to perform the required services including manufacturer certifications for sales and services.
- Proposers must include the percent (%) of time orders filled correctly
- Proposer must include the percent (%) of time items are back ordered
- Proposer must describe the backorder policy
- Proposer must include the percent (%) of time orders are delivered within Contract time
- Proposer must describe their policy for over the counter purchases

**3. PRODUCTS AND SUPPLIES:** Proposer must provide the following information and documents:

- Applicable warranty and/or guarantees of parts and supplies including any conditions and response time for repair and/or replacement of any parts and supplies during the warranty period
- Availability of replacement parts
- Detailed information as to proposed return policy on all parts and supplies
- Describe your company's capabilities and functionality of the on-line catalog / ordering website
- Describe the company's Customer Service Department including hours of operations and number of service centers
- Describe the company's procedures for the delivery of stock, non-stock and emergency parts and supplies
- Provide detail for backup services in the event of local system failure
- A general listing of the vehicles and operating equipment currently owned and maintained by the County's Fleet Management Division which shall be included under this contract can be found in this RFP document. Proposer must indicate those brands that can be supported by the firm.

**4. REPORTING AND ELECTRONIC CAPABILITIES:** Proposer must:

- Address features and functionalities of the company electronic ordering capabilities:
  - Ability to set up individual Users

- Product comparison tool
- Quick ordering feature
- Automated order confirmation
- Technical Support
- Ability to set product preferences based on the County needs
- Product availability and real time pricing and inventory
- Ability to create custom shopping lists
- Ability to save a shopping cart and complete the check-out process at a later time
- Order tracking capabilities
- On-line reports
- Capability to display picture and full description for every item
- On-line returns capability
- Ability to sort the history of purchases by product type, etc.
- Provide a dummy login and password for access to the company on-line ordering system for review
- Provide sample reports that demonstrate these capabilities and functionalities

5. **PRICE PROPOSAL:** Proposer must submit costs inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the performance of the services.

- Proposer must submit price list electronically on CD or Flash Drive and one (1) hard copy with the response. Identify the Company name and date on the media of choice. Prices submitted will be used to establish the extent of a Proposer's products and supplies that are available and also establish pricing per item.
- Price list must contain the following:
  - Product name and part number (include both manufacturer part number and Company part number, if different)
  - Description of products, service, warranties
  - Proposer List Price
- The Contractor can adjust submitted pricing lower but cannot exceed original pricing submitted in response to the solicitation. Discounts must be firm for the life of the Agreement. Unit prices shall be firm for the first annual term of the Agreement.
- Price adjustments (increases and decreases) must be submitted in writing to the Purchasing and Contracts Division at least sixty (60) days prior to the end of the annual term. Price increases will only be considered for those items with a published manufacturer's price increase. The Contractor must provide a comparison of previous year prices and proposed new prices showing the percent (%) difference. Price increases will not be considered more than once annually.
- The discount percentages offered will apply to the entire products catalog for the brand and category listed. Prices must include shipping, handling, delivery, manufacturer markup, profit, item cost, warranty, and storage. No other charges will be allowed.
- Proposer must identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or any other criteria.

## Part - 4 Price Proposal

### RFP-602971-17/BJC – TERM CONTRACT FOR THE PURCHASE OF AUTOMOTIVE PARTS AND SUPPLIES

Name of Proposer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Pursuant to and in compliance with the Request for Proposals documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing Division, the undersigned Proposer, hereby proposes and agrees to perform the required services for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility and compliance.

### THE PRICE FORMS ARE POSTED IN EXCEL FORMAT UNDER A SEPARATE FILE.

|              |                                                       |              |                            |
|--------------|-------------------------------------------------------|--------------|----------------------------|
| Category 1:  | Brake Pads                                            | Category 16: | Tie Rods                   |
| Category 2:  | Brake Rotors (Pairs)                                  | Category 17: | Ball Joints                |
| Category 3:  | Belts                                                 | Category 18: | Thermostats                |
| Category 4:  | Headlights and Bulbs                                  | Category 19: | Radiator Caps              |
| Category 5:  | U-Joints                                              | Category 20: | Exhaust                    |
| Category 6:  | Spark Plugs (set of 8)                                | Category 21: | Engine Parts and Mounts    |
| Category 7:  | Plug Wire Sets                                        | Category 22: | Valves                     |
| Category 8:  | Hose Clamps                                           | Category 23: | Hardware and Fasteners     |
| Category 9:  | Vacuum Hoses (25 ft. roll each) – 3/32", 5/32", 7/32" | Category 24: | Transmission and Transaxle |
| Category 10: | Fuel Hoses (25 ft. roll each) – 1/4", 5/16", 3/8"     | Category 25: | Wiper Blades               |
| Category 11: | Air Filters                                           | Category 26: | Tire and Wheels            |
| Category 12: | Fuel Filters                                          | Category 27: | Waxes and Washers          |
| Category 13: | Transmission Filter Kits                              | Category 28: | Air Conditioning           |
| Category 14: | Masking Tape (roll) – 18"                             | Category 29: | Heating and Cooling        |
| Category 15: | Water Pumps                                           | Category 30: | Suspension and Steering    |

## Part - 5 Evaluation of Submittals

### **EVALUATION PROCESS**

Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. The Proposer's proposal will be a substantial part of the decision process to select a vendor. Each proposal will be reviewed independently based solely on the merits of the proposal.

The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal(s) which presents the best value to the COUNTY based on the entire evaluation process and all the information gathered.

### **EVALUATION CRITERIA.** - The following criteria will be used in the evaluation:

- Experience, Background, Qualifications, Capability (15%)
- Products and Services Offered, Warranty (30%)
- Pricing, Catalog Pricing, On-Line Ordering Capabilities (40%)
- Return Policies, Backorders Procedures, Delivery Process (15%)

**The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.**

### **ASSESSMENT:**

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

**Highly Acceptable:** Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

**Acceptable:** Proposal meets the County requirements. Any weakness is minor.

**Marginal:** Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

**Unsatisfactory:** Proposal does not comply substantially with the requirements.

### **The submittals will be evaluated on:**

**Strengths:** Those areas in which the proposal exceeds the County's requirements.

**Weaknesses:** Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.

**Deficiencies:** Those areas where the proposal fails to meet the County's requirements.

RFP-602971-17/BJC – Automotive Parts and Supplies

## ATTACHMENT B COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants 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 by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response 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 submittal/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 **"EXEMPT FROM PUBLIC RECORDS LAW"**. Failure to identify protected material via a separately marked envelopment will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

*(a) CONTRACTOR 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. CONTRACTOR 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.*

*(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:*

*(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;*

*(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;*

*(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;*

*(4) meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.*

*(c) Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.*

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

Company Name: \_\_\_\_\_

Authorized representative (printed):

Authorized representative (signature):

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Project Number: RFP-602971-17/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



**ATTACHMENT C  
WORKERS' COMPENSATION FORM**

**WORKERS' COMPENSATION  
COMPLIANCE CERTIFICATION**

Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that

\_\_\_\_\_  
(name of business entity)

☐ has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF SEMINOLE        )

I HEREBY CERTIFY that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a corporation duly authorized to conduct business in the State of Florida, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

**ATTACHMENT D**  
**W-9 FORM**

Form

**W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                         |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                         |
| 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional)                                                                                                                                                                                                                 |
| 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                         |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                         |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |   |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |
|                                       |  |  |  |   |  |  |   |  |  |
|                                       |  |  |  | - |  |  | - |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |
|                                       |  |  |  |   |  |  |   |  |  |
|                                       |  |  |  | - |  |  |   |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>                                                                                                                                                             |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4                                                                                                                                                                                     |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:                                                                                                                                                                   | Give name and SSN of:                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                                                                                               | The individual                                                                                          |
| 2. Two or more individuals (joint account)                                                                                                                                                  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor <sup>2</sup>                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law                                          | The grantor-trustee <sup>1</sup><br><br>The actual owner <sup>1</sup>                                   |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                                                  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))                                                                              | The grantor <sup>4</sup>                                                                                |
| For this type of account:                                                                                                                                                                   | Give name and EIN of:                                                                                   |
| 7. Disregarded entity not owned by an individual                                                                                                                                            | The owner                                                                                               |
| 8. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup>                                                                               |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                   | The corporation                                                                                         |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization                                                                                                 | The organization                                                                                        |
| 11. Partnership or multi-member LLC                                                                                                                                                         | The partnership                                                                                         |
| 12. A broker or registered nominee                                                                                                                                                          | The broker or nominee                                                                                   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity                                                                                       |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust                                                                                               |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ATTACHMENT E**  
**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, 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 proposal, the employee will propose 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.

\_\_\_\_\_  
 Proposer's Signature

\_\_\_\_\_  
 Firm

\_\_\_\_\_  
 Date

Rev. 2/13/06



**ATTACHMENT F**  
**AMERICANS WITH DISABILITIES ACT**  
**AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affix Corporate Seal

STATE OF \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ (a \_\_\_\_\_ firm), on behalf of the firm. He/She is personally known to me or has produced \_\_\_\_\_ identification.

Print Name \_\_\_\_\_

Notary Public in and for the County and State Aforementioned \_\_\_\_\_

My commission expires: \_\_\_\_\_

Rev. 6/15/01

**ATTACHMENT G  
DRAFT AGREEMENT**

(All Exhibits will be incorporated prior to Contract Execution based on the accepted Proposal)

**TERM CONTRACT FOR PURCHASE OF AUTOMOTIVE PARTS AND SUPPLIES  
(RFP-602971-17/BJC)**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, in this Agreement referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain a competent and qualified contractor to provide to COUNTY various types of new parts or new replacement parts on as needed it basis for its fleet of various vehicles and equipment for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of contractors to provide materials to COUNTY; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide to COUNTY various types of new parts or new replacement parts on as needed it basis for its fleet of various vehicles and equipment and desires to provide materials according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Materials.** COUNTY does hereby retain CONTRACTOR to furnish materials as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation

package and all addenda to this package. Required materials will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials. This Agreement standing alone does not authorize the purchase of materials or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Materials.** Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the materials contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The materials to be provided by CONTRACTOR must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

**Section 5. Compensation.** COUNTY shall compensate CONTRACTOR for the materials provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all materials required by the Release Order; but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total materials actually provided.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials are furnished, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials provided, the cost of the materials provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

The original invoice must be sent to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A copy of the invoice will be sent to:

Fleet Management  
141 Eslinger Way  
Sanford, FL 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

**Section 8. Responsibilities of CONTRACTOR.** COUNTY's review, approval, acceptance, payment, or any combination of these actions with respect to this Agreement does not operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials furnished under this Agreement.

**Section 9. Termination.**

(a) By written notice to CONTRACTOR, COUNTY may terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services and materials affected, unless the notice directs otherwise, and deliver to

COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed and materials provided to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in 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 any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.



(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Agreement and Release Order in Conflict.** Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not 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.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole 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. Conflict of Interest.**

(a) CONTRACTOR shall not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR shall neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY has the right to terminate this Agreement.

**Section 14. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 15. Indemnification of COUNTY.** CONTRACTOR shall hold harmless, release, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials under this Agreement. This hold harmless, release, and indemnification by CONTRACTOR includes any claim based on negligence, action, or inaction of CONTRACTOR.

**Section 16. Insurance.**

(a) General. CONTRACTOR shall procure insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees must be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance must contain a statement that it is being provided in accordance with the insurance requirements as stated in this Section, and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance must have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its 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 this authorization by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" 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 (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, then as soon as CONTRACTOR has knowledge of any such circumstance, CONTRACTOR shall immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this subsection at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance must become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY will constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance must conform to the following minimum requirements:

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

(A) CONTRACTOR's insurance must cover it for liability that 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. CONTRACTOR 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 CONTRACTOR and its subcontractors are 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 Employees' 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 must 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 is required to be:

|              |                         |
|--------------|-------------------------|
| \$500,000.00 | (Each Accident)         |
| \$500,000.00 | (Disease-Policy Limit)  |
| \$500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it 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 CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) is required to be as follows:

|                        |                                          |
|------------------------|------------------------------------------|
| General Aggregate      | Two Times (2x) the Each Occurrence Limit |
| Personal & Advertising | \$1,000,000.00                           |
| Injury Limit           |                                          |
| Each Occurrence Limit  | \$1,000,000.00                           |

(3) Business Auto Policy.

(A) CONTRACTOR's insurance must cover it for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage must include owned, non-owned and hired autos, or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) must be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR must be a minimum of three times (3x) the per-accident limit required and will apply separately to each policy year or part of it.

(C) The minimum amount of coverage under the Business Auto Policy is required to be:

|                            |                |
|----------------------------|----------------|
| Each Occurrence Bodily     | \$1,000,000.00 |
| Injury and Property Damage |                |
| Liability Combined         |                |

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement will apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. 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 will not relieve CONTRACTOR, its employees or its agents of liability from any obligation under this Section or any other provision of this Agreement.

**Section 17. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies and disputes between the parties under this Agreement, except disputes addressed by the Prompt Payment Procedures arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above, of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the mediation shall share the costs of mediation equally.



**Section 18. Representatives of COUNTY and CONTRACTOR.**

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

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

**Section 19. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no 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 of this Agreement may 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 in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 21. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 22. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 23. Services Not Provided For.** No claim for services or materials furnished by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 24. Public Records Law.**

(a) CONTRACTOR 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. CONTRACTOR 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 this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement,

(2) Contractor shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.

**Section 25. Compliance with Laws and Regulations.** In providing all services and materials pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services and materials, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 26. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY

of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 27. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has 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:

**For COUNTY:**

Fleet Management  
141 Eslinger Way  
Sanford, FL 32773

**For CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 28. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 29. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, President

Date: \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
RAY HOOPER, Purchasing and  
Contracts Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2017, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DGS/dre

8/31/17

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

P:\Users\Legal Secretary CSB\Purchasing 2017\RFP 602971 17 BJC.docx

### Model Year runs from 2000 to current 2017

#### Light Vehicles

| MAKE      | MODEL    | SUPPORT (Yes or No) |
|-----------|----------|---------------------|
| CHEVROLET | VEHICLES |                     |
| DODGE     | VEHICLES |                     |
| FORD      | VEHICLES |                     |
| GMC       | VEHICLES |                     |
| JEEP      | VEHICLES |                     |
| TOYOTA    | VEHICLES |                     |

#### Generators

| MAKE     | MODEL     | SUPPORT (Yes or No) |
|----------|-----------|---------------------|
| BALDOR   | GENERATOR |                     |
| CUMMINS  | GENERATOR |                     |
| DAYTON   | GENERATOR |                     |
| DETROIT  | GENERATOR |                     |
| GENERAC  | GENERATOR |                     |
| GENSET   | GENERATOR |                     |
| GUARDIAN | GENERATOR |                     |
| KATOLITE | GENERATOR |                     |
| KUBOTA   | GENERATOR |                     |
| MAGNUM   | GENERATOR |                     |
| MEG      | Load Bank |                     |
| ONAN     | GENERATOR |                     |
| PERKINS  | GENERATOR |                     |
| ROBINAIR | GENERATOR |                     |
| SPECTRUM | GENERATOR |                     |
| VANAI    | GENERATOR |                     |
| WINCO    | GENERATOR |                     |

#### Heavy Equipment

| MAKE          | MODEL          | SUPPORT (Yes or No) |
|---------------|----------------|---------------------|
| ACME          | PUMP WATER     |                     |
| ALAMO         | Mower Boom     |                     |
| ALAMO         | CUTTER ROTARY  |                     |
| ASPHALT       | ZIPPER AZ-550B |                     |
| ASV           | GRAPPLE        |                     |
| BOBCAT        | Loader         |                     |
| BOMAG         | Roller         |                     |
| BROCE         | BROOM RC300    |                     |
| C.D.S         | FORKLIFT       |                     |
| CATERPILLAR   | EQUIPMENT      |                     |
| COTTERMAN     | MAXI LIFT      |                     |
| CROWN         | FORKLIFT       |                     |
| DITCH WITCH   | TRENCHER       |                     |
| DOOSAN        | FORKLIFT       |                     |
| FREIGHTLINER  | VEHICLES       |                     |
| Gradall       | Excavator      |                     |
| HITACHI       | Excavator      |                     |
| INTERNATIONAL | VEHICLES       |                     |

#### Trailers

| MAKE           | MODEL           | SUPPORT (Yes or No) |
|----------------|-----------------|---------------------|
| ALLAY          | TRAILER REC ELE |                     |
| ALLMAND        | Arrow Board     |                     |
| ALLPRO         | TRAILER CARGO   |                     |
| AMERICAN       | MessageSignBord |                     |
| AMIDA          | LIGHT TOWER     |                     |
| AMS            | SOLAR           |                     |
| AMP            | Trailer         |                     |
| AMTRA          | Trailer Boat    |                     |
| A-OK           | Trailer         |                     |
| ASC            | MESSAGE BOARD   |                     |
| BENDRON TITAN  | Trailer         |                     |
| BIG TEX        | TRAILER TANDEM  |                     |
| BLUE & GRAY    | Trailer         |                     |
| BOBS           | Trailer         |                     |
| BRAV           | Trailer         |                     |
| CHAMPION       | Trailer         |                     |
| COLEMAN        | LIGHT TOWER     |                     |
| CROSLEY        | Trailer         |                     |
| CUES           | TRAILER CARGO   |                     |
| DIAMOND        | TRAILER CARGO   |                     |
| DYNAW          | Trailer         |                     |
| EAGLE AIRQUEST | Trailer         |                     |
| EXPRESS        | Trailer         |                     |
| HAULMARK       | Trailer         |                     |
| HACKNEY        | Trailer         |                     |
| HAULRITE       | Trailer Boat    |                     |
| K.N.D.         | Trailer         |                     |
| KOHLER         | Trailer 20Ft    |                     |
| LARK           | TRAILER ENCLOSE |                     |
| MACK           | TRAILER REFUSE  |                     |
| MAGIC          | Trailer         |                     |
| MCV            | Trailer         |                     |
| MILLER         | Trailer         |                     |
| NIGHTLIFE      | LIGHT TOWER     |                     |
| PACE           | Trailer         |                     |
| SHIVERS        | Trailer         |                     |
| SIROCCO        | LIGHT TOWER     |                     |
| SOUTH          | Trailer         |                     |
| SPECIALTY      | LIGHT TOWER     |                     |
| SOUTHWEST      | TRAILER ENCLOSE |                     |
| TEREX          | LIGHT TOWER     |                     |
| TEXAS          | Trailer         |                     |
| TML            | Trailer         |                     |
| TRAILKING      | Trailer         |                     |
| TRIPLE CROWN   | Trailer         |                     |
| TURM BUFFALO   | TRAILER WATER   |                     |
| WALKER         | TANKER TRAILER  |                     |
| WELLS          | Trailer         |                     |

**Heavy Equipment**

| MAKE           | MODEL           | SUPPORT (Yes or No) |
|----------------|-----------------|---------------------|
| JOHN DEERE     | EQUIPMENT       |                     |
| JLG            | EQUIPMENT       |                     |
| KUBOTA         | EQUIPMENT       |                     |
| leeboy         | PAVEMENT BRKR   |                     |
| LANDPRIDE      | BATWING ROTARY  |                     |
| MACK           | Shuttle 6X6     |                     |
| MARSH MASTER   | 425ATV W/OUT    |                     |
| MASSEY         | Tractor         |                     |
| MAST           | FORKLIFT        |                     |
| MEDTEC         | RESCUE          |                     |
| MENZI MUCK     | A91             |                     |
| MILITARY       | MILITARY 6X6    |                     |
| NISSAN         | FORKLIFT PNEUM  |                     |
| POWER          | POWER GRIDMKII  |                     |
| PIERCE         | EQUIPMENT       |                     |
| ROSCO          | Broom           |                     |
| SAKAI          | Roller          |                     |
| SOUTHERN SEWER | Vaccon          |                     |
| SWEEPSTER      | Broom           |                     |
| TAQ            | AUGER           |                     |
| SUTPHEN        | EQUIPMENT       |                     |
| TARPOMATIC     | TARPING MACHINE |                     |
| THOMPSON       | PUMP WATER      |                     |
| TOYOTA         | FORKLIFT        |                     |
| TYCROP         | TOP DRESSER     |                     |
| VOLVO          | Loader Frontend |                     |
| VERMEER        | BRUSH CHIPPER   |                     |
| VIBEA-KELLY    | Concrete Vibrat |                     |
| YALE           | FORKLIFT        |                     |

**Small Equipment**

| MAKE       | MODEL           | SUPPORT (Yes or No) |
|------------|-----------------|---------------------|
| ABS        | PUMP WATER      |                     |
| ABI        | GROOMER INFIELD |                     |
| AGREX      | SPREADER        |                     |
| AGRI-FAB   | ROUGH CUT MOWER |                     |
| AIRCO      | BLOWER COMP/GAS |                     |
| AMKUS      | PUMP WATER      |                     |
| ATLAS      | Air Compressor  |                     |
| AVON       | Boat 35         |                     |
| BANNERMAN  | GROOMER         |                     |
| BILLY      | Blower GOAT     |                     |
| BLITZ      | REMOVER         |                     |
| BILLY GOAT | Blower          |                     |
| BOBCAT     | Golf Cart4x4    |                     |
| BOLEN      | Mower           |                     |
| BRIGGS     | Generator       |                     |
| BUFFALO    | Blower          |                     |
| BUSH       | Mower HOG       |                     |
| CLUB CAR   | Golf Cart       |                     |

**Small Equipment**

| MAKE          | MODEL           | SUPPORT (Yes or No) |
|---------------|-----------------|---------------------|
| KAWASAKI      | Mule 4x4        |                     |
| KELLOGG       | Air Compressor  |                     |
| KUBOTA        | EQUIPMENT       |                     |
| LASTEC        | Mower           |                     |
| LINCOLN       | Welder          |                     |
| LITTLE WONDER | Blower          |                     |
| MARU          | Sprayer Backpac |                     |
| MARUYAMA      | SPRAYER         |                     |
| McCULLOCHAN   | Edger           |                     |
| MERCURY       | Boat Motor      |                     |
| MI-T-M        | PRESSURE WASHER |                     |
| MILLER        | Welder          |                     |
| MILWAUKEE     | Saw SAWZALL     |                     |
| MUNSON        | Boat            |                     |
| NORTHERN      | PRESSURE WASHER |                     |
| NORSTAR       | EQUIPMENT       |                     |
| PARTNER       | EQUIPMENT       |                     |
| POLARIS       | ATV             |                     |
| QUINCY        | EQUIPMENT       |                     |
| PROMAC        | MULCHER         |                     |
| RANSON        | EQUIPMENT       |                     |
| RGC           | Saw Cement      |                     |
| ROBINAIR      | A/C Recycler    |                     |
| RoI-Lift      | FORKLIFT        |                     |
| SCAG          | MOWER TURF      |                     |
| ROUGHNECK     | Boat            |                     |
| RYAN          | SOD CUTTER      |                     |
| SCARBOROUGH   | SEEDER          |                     |
| SMITH         | SIDEWALK GRINDE |                     |
| SMITHCO       | GROOMER         |                     |
| SNAPPER       | Mower           |                     |
| SPEEDY        | Air Compressor  |                     |
| STHIL         | EQUIPMENT       |                     |
| STANLEY       | Pump Hyd        |                     |
| STOW          | CONCRETE MIXER  |                     |
| SRM           | Edger           |                     |
| SUPER VAC     | EQUIPMENT       |                     |
| TANAKA        | EQUIPMENT       |                     |
| TEMPEST       | EQUIPMENT       |                     |
| TRAILBLAZER   | Welder          |                     |
| TORO          | EQUIPMENT       |                     |
| TSURUMI       | PUMP WATER      |                     |
| TROY BUILT    | GENERATOR       |                     |
| VERMEER       | Chipper         |                     |
| VIPER         | Air Compressor  |                     |
| WACKER        | EQUIPMENT       |                     |
| WATEROUS      | Pump Floto      |                     |
| YAMAHA        | Boat            |                     |
| YAMAHA        | Golf Cart       |                     |
| WESTERN STAR  | Air Compressor  |                     |



**Small Equipment**

| MAKE          | MODEL           | SUPPORT (Yes or No) |
|---------------|-----------------|---------------------|
| COLEMAN       | GENER KW40      |                     |
| Collins       | Air Hammer      |                     |
| CUSH-CUT      | WALK BEHINDSAW  |                     |
| D&K           | TRAILER DUMP    |                     |
| DAYTON        | Air Compressor  |                     |
| DAYTON        | PALLET JACK     |                     |
| DIXIE         | MOWER CHOPPER   |                     |
| ECHO          | EQUIPMENT       |                     |
| EARTHQUAKE    | DIGGER HOLE     |                     |
| EPPS          | PRESSURE WASHER |                     |
| ESSICK        | Cement Mixer    |                     |
| EXPRESS       | Golf Cart       |                     |
| EZGO          | Golf Cart       |                     |
| FINN          | SHREDDER        |                     |
| FLORS         | SPRAYER         |                     |
| GOAT          | VACUUM          |                     |
| GORMAN        | Pump Water      |                     |
| Grainger      | JACK HAMMER     |                     |
| GRAC          | FIELD LAZER     |                     |
| GRECKO        | PAINT SPRAYER   |                     |
| HOMELITE      | PUMP WATER      |                     |
| HONDA         | EQUIPMENT       |                     |
| HUSQVARNA     | EQUIPMENT       |                     |
| HUSTLER       | Mower           |                     |
| HYDROBLAST    | PRESSURE WASHER |                     |
| HYPRO         | PUMP WATER      |                     |
| INGERSOL-RAND | Air Compressor  |                     |
| JOHN DEERE    | EQUIPMENT       |                     |
| JRCO          | BLOWER BUGGY    |                     |