

INVITATION FOR BID

- 23. Award IFB-3120-05/BJC – Term Contract for Short Term Rental of Heavy Equipment for Public Works Department, to Ring Power Corporation, Riverview (Categories 1 through 29) and Thompson Pump & Manufacturer, Orlando (Category 30).**

IFB-3120-05/BJC will provide for all labor, materials, equipment, coordination and incidentals necessary for the short term rental of equipment for the Public Works Department. Equipment to be utilized for Public Works/Road-Stormwater Division drainage maintenance and construction projects.

The project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Review Committee which consisted of Jimmie Beach, Roads-Stormwater Division and Michael Arnold, Roads-Stormwater Division reviewed the response and recommend award of the contract to the two (2) most responsible, responsive Bidders, Ring Power Corporation, Riverview (Categories 1 through 29) and Thompson Pump & Manufacturer, Orlando (Category 30). Consideration was given to past performance and rental price proposal.

The agreements shall take effect on the date of its execution by the County and shall run for an initial period of three (3) years with two (2) one (1) year renewal options. The estimated aggregate contract value for three years is \$510,000.00.

Authorization for performance of services by the Contractors under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints.

Public Works/Roads-Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommends the Board to award the project and authorize the County Manager to execute the contracts as approved and prepared by the County Attorney's Office and pursuant to the IFB documents.

**B.C.C. - SEMINOLE COUNTY, FL
 BID TABULATION SHEET**

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: IFB-3120-05/BJC

BID TITLE: Term Contract for Short Term Rental of Heavy Equipment for Public Works Department

PAGE: 1 of 1

OPENING DATE: June 22, 2005 at 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Great Southern Construction Equipment Co. 1301 Central Florida Parkway Orlando, Florida 32837 (407) 859-9160 – Phone (407) 859-9165 – Fax Trish Meekins	Nations Rent 450 East Las Olas Boulevard 14 FL Ft Lauderdale, Florida 33301 (954) 759-7038 – Phone (954) 759-5889 – Fax Fernando Pinera	Ring Power Corporation 9797 Gibsonton Drive Riverview, Florida 33569 (813) 671-3700 – Phone (813) 671-3054 – Fax James T. Ball	Thompson Pump & Manufacturer 706 West Landstreet Road Orlando, Florida 32824 (407) 812-4007 – Phone (407) 812-4030 – Fax Bobby Zitzka
Categories	See attached form for cost comparison	See attached form for cost comparison	See attached form for cost comparison	See attached form for cost comparison
Past Performance Information	Included	Included	Included	Included
Conflict of Interest Statement	Included	Included	Included	Included
Compliance with Public Records Law	Included	Included	Included	Included
Bidder's Certification	Included	Included	Included	Included

Tabulated by: Betsy J. Cohen, Purchasing Supervisor (Posted 6/23/2005, 10:30 AM)

Recommendation of Award: Ring Power Corporation (Categories 1 through 29) and Thompson Pump & Mfg (Category 30). BCC 7/26/2005 (Posted 7/05/2005)

			CATEGORY 1	Nations	Nations	Great So	Great Souther	Ring Pow	Ring Power	Thomped	Thompson
Item	Estimated	Unit	Description	Unit	Extended						
1	1	Week	2000, gal. highway water truck w/ power spray nozzles /greater	\$1,000.00	\$1,000.00		\$0.00	1280	\$1,280.00		\$0.00
2	0.25	Month	2000, gal. highway water truck w/ power spray nozzles /greater	\$2,000.00	\$500.00		\$0.00	3130	\$782.50		\$0.00
3	4	Week	4000, gal. highway water truck w/ power spray nozzles /greater	\$1,100.00	\$4,400.00		\$0.00	1850	\$6,650.00		\$0.00
4	1	Month	4000, gal. highway water truck w/ power spray nozzles /greater	\$3,500.00	\$3,500.00		\$0.00	4250	\$4,250.00		\$0.00
5	4	Week	4500, gal. highway water truck w/ power spray nozzles /greater		\$0.00		\$0.00	2250	\$8,250.00		\$0.00
6	1	Month	4500, gal. highway water truck w/ power spray nozzles /greater		\$0.00		\$0.00	4750	\$4,750.00		\$0.00
			All water trucks will be equipped with arrow boards		\$9,400.00		\$0.00		\$25,962.50		\$0.00
			TOTAL CATEGORY 1	\$			\$0.00		\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00
			CATEGORY 2								
Item	Estimated	Unit	Description	Unit	Extended						
Number	Quantity	Measure		Price	Extended						
7	1	Week	Cat 725 articulated dump truck w/ 280 hp / 18 cyd or greater		\$0.00		\$0.00	4100	\$4,100.00		\$0.00
8	0.25	Month	Cat 725 articulated dump truck w/ 280 hp / 18 cyd or greater		\$0.00		\$0.00	9150	\$2,287.50		\$0.00
9	1	Week	Cat 735 articulated dump truck w/ 365 hp / 31 cyd or greater		\$0.00		\$0.00	5450	\$5,450.00		\$0.00
10	0.25	Month	Cat 735 articulated dump truck w/ 365 hp / 31 cyd or greater		\$0.00		\$0.00	12500	\$3,125.00		\$0.00
11	1	Week	JCB 714 articulated dump truck w/ 129 hp / 9 cyd or greater		\$0.00		\$0.00	2895	\$2,895.00		\$0.00
12	0.25	Month	JCB 714 articulated dump truck w/ 129 hp / 9 cyd or greater		\$0.00		\$0.00	6595	\$1,648.75		\$0.00
			TOTAL CATEGORY 2	\$			\$0.00		\$19,506.25		\$0.00
							\$0.00		\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00
			CATEGORY 3								
Item	Estimated	Unit	Description	Unit	Extended						
Number	Quantity	Measure		Price	Extended						
13	4	Week	302.5 mini excavator w/ 22 hp, 8' depth, or greater	\$400.00	\$1,600.00		\$0.00	665	\$2,660.00		\$0.00
14	1	Month	302.5 mini excavator w/ 22 hp, 8' depth, or greater	\$1,025.00	\$1,025.00		\$0.00	1330	\$1,330.00		\$0.00
15	48	Week	304.5 CR mini excavator w/ 38 hp, 11' depth, or greater	\$425.00	\$20,400.00		\$0.00	760	\$36,480.00		\$0.00
16	12	Month	304.5 CR mini excavator w/ 38 hp, 11' depth, or greater	\$1,150.00	\$13,800.00		\$0.00	1945	\$23,340.00		\$0.00
17	2	Week	312CL HMR w/ 79 hp, 6xHammer, 1250 ft-lbs, or greater		\$0.00		\$0.00	3275	\$6,550.00		\$0.00
18	0.5	Month	312CL HMR w/ 79 hp, 6xHammer, 1250 ft-lbs, or greater		\$0.00		\$0.00	9535	\$4,767.50		\$0.00
19	1	Week	315 CL excavator w/ 110 hp 31' reach, 22' depth, or greater		\$0.00		\$0.00	1895	\$1,895.00		\$0.00
20	0.25	Month	315 CL excavator w/ 110 hp 31' reach, 22' depth, or greater		\$0.00		\$0.00	4600	\$1,150.00		\$0.00
21	2	Week	320CL excavator w/ 138 hp, 31' reach, 21' depth, or greater	\$1,525.00	\$3,050.00		\$0.00	2200	\$4,400.00		\$0.00
22	0.5	Month	320CL excavator w/ 138 hp, 31' reach, 21' depth, or greater	\$4,300.00	\$2,150.00		\$0.00	5500	\$2,750.00		\$0.00
23	1	Week	320CL Thumb w/ 138 hp, or greater		\$0.00		\$0.00	2700	\$2,700.00		\$0.00
24	0.25	Month	320CL Thumb w/ 138 hp, or greater		\$0.00		\$0.00	6800	\$1,700.00		\$0.00
25	12	Week	320CL L. R. w/ .8 bucket cap. 51' reach, 39' depth, or greater		\$0.00		\$0.00	3650	\$43,800.00		\$0.00
26	3	Month	320CL L. R. w/ .8 bucket cap. 51' reach, 39' depth, or greater		\$0.00		\$0.00	8650	\$25,950.00		\$0.00
27	1	Week	325 CL excavator w/ 188 hp 34' reach, 23' depth, or greater	\$2,100.00	\$2,100.00		\$0.00	3400	\$3,400.00		\$0.00
28	0.25	Month	325 CL excavator w/ 188 hp 34' reach, 23' depth, or greater	\$5,100.00	\$1,275.00		\$0.00	7300	\$1,825.00		\$0.00
29	1	Week	330CL EXC. w/ 3.0 bucket cap. 38' reach, 26' depth, or greater	\$2,700.00	\$2,700.00		\$0.00	4000	\$4,000.00		\$0.00
30	0.25	Month	330CL EXC. w/ 3.0 bucket cap. 38' reach, 26' depth, or greater	\$8,000.00	\$2,000.00		\$0.00	8850	\$2,212.50		\$0.00
31	2	Week	330CL L. R. w/1.0 bucket cap. 68' reach, 53' depth, or greater		\$0.00		\$0.00	5350	\$10,700.00		\$0.00
32	0.5	Month	330CL L. R. w/ 1.0 bucket cap. 68' reach, 53' depth, or greater		\$0.00		\$0.00	12350	\$6,175.00		\$0.00
33	1	Week	330CL Pulvenizer w/ 321 hp, or greater		\$0.00		\$0.00	7100	\$7,100.00		\$0.00
34	0.25	Month	330CL Pulvenizer w/ 321 hp, or greater		\$0.00		\$0.00	16900	\$4,225.00		\$0.00
35	2	Week	345 CL EXC. w/ 4.0 bucket cap. 40' reach, 27' depth, or greater		\$0.00		\$0.00	4650	\$9,300.00		\$0.00
36	0.5	Month	345 CL EXC. w/ 4.0 bucket cap. 40' reach, 27' depth, or greater		\$0.00		\$0.00	10700	\$5,350.00		\$0.00
37	1	Week	365 CL EXC. w/ 5.0 bucket cap. 44' reach, 29' depth, or greater		\$0.00		\$0.00	9350	\$9,350.00		\$0.00
38	0.25	Month	365 CL EXC. w/ 5.0 bucket cap. 44' reach, 29' depth, or greater		\$0.00		\$0.00	18950	\$4,737.50		\$0.00
			Category 3		\$50,100.00		\$0.00		\$227,847.50		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
			CATEGORY 4								
Item	Estimated	Unit	Description	Unit	Extended						
Number	Quantity	Measure		Price	Extended						
39	1	Week	Excavator Ditching Bucket Attachment		\$0.00		\$0.00	300	\$300.00		\$0.00
40	0.25	Month	Excavator Ditching Bucket Attachment		\$0.00		\$0.00	450	\$112.50		\$0.00
41	8	Week	Mini Excavator Ditch Bucket Attachment		\$0.00		\$0.00	205	\$1,640.00		\$0.00
42	2	Month	Mini Excavator Ditch Bucket Attachment		\$0.00		\$0.00	275	\$550.00		\$0.00
43	4	Week	Excavator Auger Attachment		\$0.00		\$0.00	380	\$1,520.00		\$0.00
44	1	Month	Excavator Auger Attachment		\$0.00		\$0.00	615	\$615.00		\$0.00
			Category 4		\$0.00		\$0.00		\$4,737.50		\$0.00

COMPANY NAME: _____

CATEGORY 5									
Item	Estimated	Unit	Description	Unit					
Number	Quantity	Measure		Price	Extended				
45	1	Week	D3GXL Dozer w/ 70 hp and six way blade or greater	\$1,100.00	\$1,100.00	\$0.00	1425	\$1,425.00	\$0.00
46	0.25	Month	D3GXL Dozer w/ 70 hp and six way blade or greater	\$3,000.00	\$750.00	\$0.00	3556	\$889.00	\$0.00
47	4	Week	D5GXL Dozer w/ 90 hp and six way blade or greater	\$1,300.00	\$5,200.00	\$0.00	1658	\$6,632.00	\$0.00
48	1	Month	D5GXL Dozer w/ 90 hp and six way blade or greater	\$3,400.00	\$3,400.00	\$0.00	4505	\$4,505.00	\$0.00
Category 5					\$10,450.00	\$0.00		\$13,451.00	\$0.00
CATEGORY 6									
Item	Estimated	Unit	Description	Unit					
Number	Quantity	Measure		Price	Extended				
49	4	Week	5 ton single drum vibratory roller or greater	\$675.00	\$2,700.00	\$0.00	1037	\$4,148.00	\$0.00
50	1	Month	5 ton single drum vibratory roller or greater	\$1,800.00	\$1,800.00	\$0.00	2435	\$2,435.00	\$0.00
51	2	Week	7 ton single drum vibratory roller or greater	\$750.00	\$1,500.00	\$0.00	1260	\$2,520.00	\$0.00
52	0.5	Month	7 ton single drum vibratory roller or greater	\$2,000.00	\$1,000.00	\$0.00	3230	\$1,615.00	\$0.00
53	4	Week	10 ton single drum vibratory roller or greater	\$900.00	\$3,600.00	\$0.00	1600	\$6,400.00	\$0.00
54	1	Month	10 ton single drum vibratory roller or greater	\$2,500.00	\$2,500.00	\$0.00	3600	\$3,600.00	\$0.00
Category 6					\$13,100.00	\$0.00		\$20,718.00	\$0.00
CATEGORY 7									
Item	Estimated	Unit	Description	Unit					
Number	Quantity	Measure		Price	Extended				
55	4	Week	Leeboy 300 Double Drum Compactor w/ 16 hp or greater	\$360.00	\$1,440.00	\$0.00		\$0.00	\$0.00
56	1	Month	Leeboy 300 Double Drum Compactor w/ 16 hp or greater	\$970.00	\$970.00	\$0.00		\$0.00	\$0.00
57	8	Week	CB534D Double Drum Compactor w/ 105 hp or greater		\$0.00	\$0.00	1675	\$13,400.00	\$0.00
58	2	Month	CB534D Double Drum Compactor w/ 105 hp or greater		\$0.00	\$0.00	3900	\$7,800.00	\$0.00
Category 7					\$2,410.00	\$0.00		\$21,200.00	\$0.00
CATEGORY 8									
Item	Estimated	Unit	Description	Unit					
Number	Quantity	Measure		Price	Extended				
59	1	Week	416-B Backhoe-Loader or equivalent/greater	\$575.00	\$575.00	\$0.00	757	\$757.00	\$0.00
60	0.25	Month	416-B Backhoe-Loader or equivalent/greater	\$1,300.00	\$325.00	\$0.00	1658	\$414.50	\$0.00
61	2	Week	430D Backhoe-Loader or equivalent/greater	\$780.00	\$1,560.00	\$0.00	1136	\$2,272.00	\$0.00
62	0.5	Month	430D Backhoe-Loader or equivalent/greater	\$2,000.00	\$1,000.00	\$0.00	2798	\$1,399.00	\$0.00
63	2	Week	928G Wheel Loader w/ 131 hp and 2.75 cy capacity or greater	\$1,200.00	\$2,400.00	\$0.00	1750	\$3,500.00	\$0.00
64	0.5	Month	928G Wheel Loader w/ 131 hp and 2.75 cy capacity or greater	\$3,300.00	\$1,650.00	\$0.00	4500	\$2,250.00	\$0.00
65	4	Week	950G II Wheel Loader w/ 180 hp and 4 cy capacity or greater	\$1,500.00	\$6,000.00	\$0.00	2850	\$11,400.00	\$0.00
66	1	Month	950G II Wheel Loader w/ 180 hp and 4 cy capacity or greater	\$4,200.00	\$4,200.00	\$0.00	5950	\$5,950.00	\$0.00
67	4	Week	980G II Wheel Loader w/ 311 hp and 7.25 cy capacity, or greater		\$0.00	\$0.00	5500	\$22,000.00	\$0.00
68	1	Month	980G II Wheel Loader w/ 311 hp and 7.25 cy capacity, or greater		\$0.00	\$0.00	12500	\$12,500.00	\$0.00
Category 8					\$17,710.00	\$0.00		\$62,442.50	\$0.00
CATEGORY 9									
Item	Estimated	Unit	Description	Unit					
Number	Quantity	Measure		Price	Extended				
69	1	Week	IT Boom - Wheel Loader Attachment	\$170.00	\$170.00	\$0.00	275	\$275.00	\$0.00
70	0.25	Month	IT Boom - Wheel Loader Attachment	\$375.00	\$93.75	\$0.00	405	\$101.25	\$0.00
71	1	Week	Rake - Wheel Loader Attachment	\$170.00	\$170.00	\$0.00	355	\$355.00	\$0.00
72	0.25	Month	Rake - Wheel Loader Attachment	\$375.00	\$93.75	\$0.00	605	\$151.25	\$0.00
73	1	Week	Forks - Wheel Loader Attachment	\$77.00	\$77.00	\$0.00	300	\$300.00	\$0.00
74	0.25	Month	Forks - Wheel Loader Attachment	\$200.00	\$50.00	\$0.00	430	\$107.50	\$0.00
Category 9					\$654.50	\$0.00		\$1,290.00	\$0.00
CATEGORY 10									
Item	Estimated	Unit	Description	Unit					
Number	Quantity	Measure		Price	Extended				
75	4	Week	246B Skid Steer Loader w/ 76 hp, .75 cy capacity or greater		\$0.00	\$0.00	757	\$3,028.00	\$0.00
76	1	Month	246B Skid Steer Loader w/ 76 hp, .75 cy capacity or greater		\$0.00	\$0.00	1425	\$1,425.00	\$0.00
77	4	Week	262 Vertical Lift Skid Steer L. w/ 76 hp, .75 cy capacity/greater	\$500.00	\$2,000.00	\$0.00	805	\$3,220.00	\$0.00
78	1	Month	262 Vertical Lift Skid Steer L. w/ 76 hp, .75 cy capacity/greater	\$1,000.00	\$1,000.00	\$0.00	1470	\$1,470.00	\$0.00
All units have rubber tires						\$0.00		\$9,143.00	\$0.00
Category 10					\$3,000.00	\$0.00		\$0.00	\$0.00

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CATEGORY 11					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
79	4	Week	Compaction Roller - Skid Steer Attachment		\$0.00	\$0.00	595 \$2,380.00
80	1	Month	Compaction Roller - Skid Steer Attachment		\$0.00	\$0.00	1390 \$1,390.00
81	2	Week	Sod Roller - Skid Steer Attachment		\$0.00	\$0.00	275 \$550.00
82	0.5	Month	Sod Roller - Skid Steer Attachment		\$0.00	\$0.00	405 \$202.50
83	4	Week	PC3 Cold Planer - 12" Drum Width - Skid Steer Attachment		\$0.00	\$0.00	950 \$3,800.00
84	1	Month	PC3 Cold Planer - 12" Drum Width - Skid Steer Attachment		\$0.00	\$0.00	1850 \$1,850.00
85	4	Week	PC6 Cold Planer - 16" Drum Width - Skid Steer Attachment		\$0.00	\$0.00	1680 \$6,720.00
86	1	Month	PC6 Cold Planer - 16" Drum Width - Skid Steer Attachment		\$0.00	\$0.00	2880 \$2,880.00
87	4	Week	PC9 Cold Planer - 24" Drum Width - Skid Steer Attachment		\$0.00	\$0.00	2150 \$8,600.00
88	1	Month	PC9 Cold Planer - 24" Drum Width - Skid Steer Attachment		\$0.00	\$0.00	3625 \$3,625.00
89	1	Week	T9 Trencher - 6" Cutting Width - Skid Steer Attachment		\$0.00	\$0.00	495 \$495.00
90	0.25	Month	T9 Trencher - 6" Cutting Width - Skid Steer Attachment		\$0.00	\$0.00	890 \$222.50
91	2	Week	CV18/Vibratory Compactor - 72" Drum Width		\$0.00	\$0.00	595 \$1,190.00
92	0.5	Month	CV18/Vibratory Compactor - 72" Drum Width		\$0.00	\$0.00	1390 \$695.00
93	4	Week	DAVCO Brush Cutter - Skid Steer Attachment		\$0.00	\$0.00	825 \$3,300.00
94	1	Month	DAVCO Brush Cutter - Skid Steer Attachment		\$0.00	\$0.00	1700 \$1,700.00
95	12	Week	Grapple Bucket/Rake/Fork - Skid Steer Attachment	\$280.00	\$3,360.00	\$0.00	295 \$3,540.00
96	3	Month	Grapple Bucket/Rake/Fork - Skid Steer Attachment	\$750.00	\$2,250.00	\$0.00	495 \$1,485.00
97	1	Week	LT18 Landscape Tiller - Skid Steer Attachment		\$0.00	\$0.00	330 \$330.00
98	0.25	Month	LT18 Landscape Tiller - Skid Steer Attachment		\$0.00	\$0.00	605 \$151.25
			Category 11		\$5,610.00	\$0.00	\$45,106.25
CATEGORY 12					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
99	24	Week	247 Multi Terrain Loader w/ 54 hp, 3.8 PSI or greater		\$0.00	\$0.00	760 \$18,240.00
100	6	Month	247 Multi Terrain Loader w/ 54 hp, 3.8 PSI or greater		\$0.00	\$0.00	1995 \$11,970.00
101	32	Week	277 Multi Terrain Loader w/ 74 hp, 3.1 PSI or greater		\$0.00	\$0.00	1520 \$48,640.00
102	8	Month	277 Multi Terrain Loader w/ 74 hp, 3.1 PSI or greater		\$0.00	\$0.00	2750 \$22,000.00
103	12	Week	287 Vertical Lift Multi Terrain L. w/ 80 hp, 3.8 PSI or greater		\$0.00	\$0.00	1565 \$18,780.00
104	3	Month	287 Vertical Lift Multi Terrain L. w/ 80 hp, 3.8 PSI or greater		\$0.00	\$0.00	2845 \$8,535.00
			All units have tracks		\$0.00	\$0.00	\$0.00
			Category 12		\$0.00	\$0.00	\$128,165.00
CATEGORY 13					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
105	32	Week	Boom Mower 4x4 w/min 80hp, 20' reach, 60" rotary/or greater		\$0.00	\$0.00	\$0.00
106	8	Month	Boom Mower 4x4 w/min 80hp, 20' reach, 60" rotary/or greater		\$0.00	\$0.00	\$0.00
			Category 13		\$0.00	\$0.00	\$0.00
CATEGORY 14					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
107	1	Week	IT28G/930 Tool Carrier w/ 131 hp, 2.5 cy capacity or greater	\$1,200.00	\$1,200.00	\$0.00	1850 \$1,850.00
108	0.25	Month	IT28G/930 Tool Carrier w/ 131 hp, 2.5 cy capacity or greater	\$3,300.00	\$825.00	\$0.00	4800 \$1,200.00
			Category 14		\$2,025.00	\$0.00	\$3,050.00
CATEGORY 15					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
109	2	Week	12H Motor Grader w/ 145 hp, 14' blade width or greater		\$0.00	\$0.00	2850 \$5,700.00
110	0.5	Month	12H Motor Grader w/ 145 hp, 14' blade width or greater		\$0.00	\$0.00	5950 \$2,975.00
111	1	Week	LeeBoy 685 Grader w/ 110 hp, 10'/12' blade width or greater	\$830.00	\$830.00	\$0.00	1375 \$1,375.00
112	0.25	Month	LeeBoy 685 Grader w/ 110 hp, 10'/12' blade width or greater	\$2,250.00	\$562.50	\$0.00	3630 \$907.50
			Category 15		\$1,392.50	\$0.00	\$10,957.50
CATEGORY 16					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
113	24	Week	Grapple Boom Truck w/20 yd cap. Boom length 20' or greater		\$0.00	\$0.00	\$0.00
114	6	Month	Grapple Boom Truck w/20 yd cap. Boom length 20' or greater		\$0.00	\$0.00	\$0.00
			Category 16		\$0.00	\$0.00	\$0.00
CATEGORY 17					\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit			
Number	Quantity	Measure		Price	Extended		
115	1	Week	613C II Scraper w/ 175 hp and 11 cy capacity or greater		\$0.00	\$0.00	3750 \$3,750.00
116	0.25	Month	613C II Scraper w/ 175 hp and 11 cy capacity or greater		\$0.00	\$0.00	8400 \$2,100.00
117	1	Week	623G Scraper w/ 330/365 hp and 23 cy capacity or greater		\$0.00	\$0.00	6950 \$6,950.00
118	0.25	Month	623G Scraper w/ 330/365 hp and 23 cy capacity or greater		\$0.00	\$0.00	16500 \$4,125.00
			Category 17		\$0.00	\$0.00	\$16,925.00

COMPANY NAME: _____

CATEGORY 18										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
119	4	Week	RM250 (SS) Soil Mixer w/ 335 hp and 96" width or greater		\$0.00	\$0.00	6400	\$25,600.00				\$0.00
120	1	Month	RM250 (SS) Soil Mixer w/ 335 hp and 96" width or greater		\$0.00	\$0.00	14550	\$14,550.00				\$0.00
			Category 18		\$0.00	\$0.00		\$40,150.00				\$0.00
CATEGORY 19										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
121	2	Week	CP2000T Air Bumer w/ 33 hp or greater		\$0.00	\$0.00	1500	\$3,000.00				\$0.00
122	0.5	Month	CP2000T Air Bumer w/ 33 hp or greater		\$0.00	\$0.00	3450	\$1,725.00				\$0.00
			Category 19		\$0.00	\$0.00		\$4,725.00				\$0.00
CATEGORY 20										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
123	4	Week	JCB930 Straight Mast Lift w/ 6000 lbs/22' lift height or greater		\$525.00	\$2,100.00		760	\$3,040.00			\$0.00
124	1	Month	JCB930 Straight Mast Lift w/ 6000 lbs/22' lift height or greater		\$1,200.00	\$1,200.00		1615	\$1,615.00			\$0.00
			Category 20			\$3,300.00			\$4,655.00			\$0.00
CATEGORY 21										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
125	4	Week	TH360B Telehandler w/7,000 capacity/44' height or greater		\$700.00	\$2,800.00		1150	\$4,600.00			\$0.00
126	1	Month	TH360B Telehandler w/7,000 capacity/44' height or greater		\$1,725.00	\$1,725.00		2560	\$2,560.00			\$0.00
127	4	Week	944 Telehandler w/ 9,000 capacity and 44' lift height or greater		\$1,025.00	\$4,100.00		1375	\$5,500.00			\$0.00
128	1	Month	944 Telehandler w/ 9,000 capacity and 44' lift height or greater		\$2,700.00	\$2,700.00		3085	\$3,085.00			\$0.00
			Category 21			\$11,325.00			\$15,745.00			\$0.00
CATEGORY 22										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
129	1	Week	TH Bucket - Telehandler Attachment		\$90.00	\$90.00		250	\$250.00			\$0.00
130	0.25	Month	TH Bucket - Telehandler Attachment		\$250.00	\$62.50		250	\$62.50			\$0.00
131	1	Week	Framers Carriage - Telehandler Attachment		\$0.00	\$0.00		250	\$250.00			\$0.00
132	0.25	Month	Framers Carriage - Telehandler Attachment		\$0.00	\$0.00		250	\$62.50			\$0.00
133	1	Week	Truss Boom - Telehandler Attachment		\$0.00	\$0.00		250	\$250.00			\$0.00
134	0.25	Month	Truss Boom - Telehandler Attachment		\$0.00	\$0.00		250	\$62.50			\$0.00
135	1	Week	Lifting Hook - Telehandler Attachment		\$0.00	\$0.00		250	\$250.00			\$0.00
136	0.25	Month	Lifting Hook - Telehandler Attachment		\$0.00	\$0.00		250	\$62.50			\$0.00
			Category 22			\$152.50			\$1,250.00			\$0.00
CATEGORY 23										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
137	2	Week	Industrial Vacuum Truck w/ 16 cy capacity or greater		\$0.00	\$0.00		3640	\$7,280.00			\$0.00
138	0.5	Month	Industrial Vacuum Truck w/ 16 cy capacity or greater		\$0.00	\$0.00		10000	\$5,000.00			\$0.00
			Category 23			\$0.00			\$12,280.00			\$0.00
CATEGORY 24										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
139	1	Week	GenieTML4000N Light Tower w/4000 W./30' Tower - greater		\$200.00	\$200.00		350	\$350.00			\$0.00
140	0.25	Month	GenieTML4000N Light Tower w/4000 W./30' Tower - greater		\$425.00	\$106.25		600	\$150.00			\$0.00
			Category 24			\$306.25			\$500.00			\$0.00
CATEGORY 25										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
141	1	Week	4 x 2 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)		\$0.00	\$0.00		320	\$320.00			\$0.00
142	0.25	Month	4 x 2 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)		\$0.00	\$0.00		655	\$163.75			\$0.00
143	4	Week	4 x 4 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)		\$200.00	\$800.00		435	\$1,740.00			\$0.00
144	1	Month	4 x 4 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)		\$550.00	\$550.00		1000	\$1,000.00			\$0.00
			Category 25			\$1,350.00			\$3,223.75			\$0.00
CATEGORY 26										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
145	1	Week	GS2032 Scissor Lift w/ 800 lb capacity - 20' height or greater		\$225.00	\$225.00		375	\$375.00			\$0.00
146	0.25	Month	GS2032 Scissor Lift w/ 800 lb capacity - 20' height or greater		\$310.00	\$77.50		600	\$150.00			\$0.00
147	1	Week	GS3268RT Scissor Lift w/ 1,000 lb cap. - 32' height or greater		\$450.00	\$450.00		595	\$595.00			\$0.00
148	0.25	Month	GS3268RT Scissor Lift w/ 1,000 lb cap. - 32' height or greater		\$800.00	\$200.00		965	\$241.25			\$0.00
149	2	Week	GS5390RT Scissor Lift w/ 1,500 lb cap - 53' height or greater		\$675.00	\$1,350.00			\$0.00			\$0.00
150	0.5	Month	GS5390RT Scissor Lift w/ 1,500 lb cap - 53' height or greater		\$1,350.00	\$675.00			\$0.00			\$0.00
			Category 26			\$2,977.50			\$1,361.25			\$0.00

COMPANY NAME: _____

CATEGORY 27										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price								
151	1	Week	Z34 Articulated/Telescoping Platform, 34' height or greater	\$590.00	\$590.00	\$0.00	710	\$710.00				\$0.00
152	0.25	Month	Z34 Articulated/Telescoping Platform, 34' height or greater	\$1,050.00	\$262.50	\$0.00	1325	\$331.25				\$0.00
153	1	Week	S60,S65 Articulated/Telescoping Platform,60' height or greater	\$895.00	\$895.00	\$0.00	1260	\$1,260.00				\$0.00
154	0.25	Month	S60,S65 Articulated/Telescoping Platform,60' height or greater	\$1,800.00	\$450.00	\$0.00	2085	\$521.25				\$0.00
Category 27					\$2,197.50	\$0.00		\$2,822.50				\$0.00
CATEGORY 28										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
155	2	Week	XL2300 Off Highway Exc. w/ 110 hp, 23' reach or greater	\$0.00	\$0.00	\$0.00	2400	\$4,800.00				\$0.00
156	0.5	Month	XL2300 Off Highway Exc. w/ 110 hp, 23' reach or greater	\$0.00	\$0.00	\$0.00	5750	\$2,875.00				\$0.00
157	4	Week	XL3300 Off Highway Exc. w/ 138 hp, 27' reach or greater	\$0.00	2462	\$9,848.00	2600	\$10,400.00				\$0.00
158	1	Month	XL3300 Off Highway Exc. w/ 138 hp, 27' reach or greater	\$0.00	7386	\$7,386.00	6350	\$6,350.00				\$0.00
159	2	Week	XL2200 Crawler Excavator w/ 82 hp, 24' reach or greater	\$0.00	1829	\$3,658.00	1800	\$3,600.00				\$0.00
160	0.5	Month	XL2200 Crawler Excavator w/ 82 hp, 24' reach or greater	\$0.00	5114	\$2,557.00	4200	\$2,100.00				\$0.00
161	2	Week	XL3200 Crawler Excavator w/ 108 hp, 27' reach or greater	\$0.00	1857	\$3,714.00	2245	\$4,490.00				\$0.00
162	0.5	Month	XL3200 Crawler Excavator w/ 108 hp, 27' reach or greater	\$0.00	5568	\$2,784.00	5300	\$2,650.00				\$0.00
163	4	Week	XL4200 Crawler Excavator w/ 148 hp 30' reach or greater	\$0.00	2614	\$10,456.00	2600	\$10,400.00				\$0.00
164	1	Month	XL4200 Crawler Excavator w/ 148 hp 30' reach or greater	\$0.00	7841	\$7,841.00	6500	\$6,500.00				\$0.00
165	4	Week	XL5200 Crawler Excavator w/ 165 hp, 34' reach or greater	\$0.00	2841	\$11,364.00	3550	\$14,200.00				\$0.00
166	1	Month	XL5200 Crawler Excavator w/ 165 hp, 34' reach or greater	\$0.00	8523	\$8,523.00	8700	\$8,700.00				\$0.00
167	24	Week	XL3100 Gradall Truck Exc. w/ 173 hp, 23' reach or greater	\$0.00	2463	\$59,112.00	2550	\$61,200.00				\$0.00
168	6	Month	XL3100 Gradall Truck Exc. w/ 173 hp, 23' reach or greater	\$0.00	7387	\$44,322.00	5800	\$34,800.00				\$0.00
169	48	Week	XL4100 Gradall Truck Exc. w/ 200 hp, 30' reach or greater	\$0.00	2994	\$143,712.00	3150	\$151,200.00				\$0.00
170	12	Month	XL4100 Gradall Truck Exc. w/ 200 hp, 30' reach or greater	\$0.00	8977	\$107,724.00	7450	\$89,400.00				\$0.00
171	12	Week	XL5100 Gradall Truck Exc. w/ 230 hp, 34' reach or greater	\$0.00		\$0.00	3800	\$45,600.00				\$0.00
172	3	Month	XL5100 Gradall Truck Exc. w/ 230 hp, 34' reach or greater	\$0.00		\$0.00	8900	\$26,700.00				\$0.00
Category 28					\$0.00	\$423,001.00		\$485,965.00				\$0.00
CATEGORY 29										\$0.00	\$0.00	\$0.00
Item	Estimated	Unit	Description	Unit								
Number	Quantity	Measure		Price	Extended							
173	4	Week	Riding Vacuum Litter Collector, 20 HP-100 gal. L. cap./greater	\$0.00	\$0.00	\$0.00		\$0.00				\$0.00
174	1	Month	Riding Vacuum Litter Collector, 20 HP-100 gal. L. cap./greater	\$0.00	\$0.00	\$0.00		\$0.00				\$0.00
Category 29					\$0.00	\$0.00		\$0.00				\$0.00

COMPANY NAME: _____

CATEGORY 30										\$0.00	\$0.00	\$0.00	
Item	Estimated	Unit	Description	Unit	Price	Extended							
Number	Quantity	Measure											
175	2	Week	4" Trash Pump w/min 500 gallons per minute or greater	130	\$260.00		\$0.00	\$0.00	500	\$1,000.00			
176	0.5	Month	4" Trash Pump w/min 500 gallons per minute or greater	340	\$170.00		\$0.00	\$0.00	1500	\$750.00			
177	4	Week	6" Trash Pump w/min 1000 gallons per minute or greater	260	\$1,040.00		\$0.00	\$0.00	580	\$2,320.00			
178	1	Month	6" Trash Pump w/min 1000 gallons per minute or greater	700	\$700.00		\$0.00	\$0.00	1740	\$1,740.00			
179	4	Week	8" Trash Pump w/min 2000 gallons per minute or greater		\$0.00		\$0.00	\$0.00	700	\$2,800.00			
180	1	Month	8" Trash Pump w/min 2000 gallons per minute or greater		\$0.00		\$0.00	\$0.00	2100	\$2,100.00			
181	2	Week	12" Trash Pump w/min 3000 gallons per minute or greater		\$0.00		\$0.00	\$0.00	1280	\$2,560.00			
182	0.5	Month	12" Trash Pump w/min 3000 gallons per minute or greater		\$0.00		\$0.00	\$0.00	3840	\$1,920.00			
183	4	Week	6" Quiet Zone or equiv Trash Pump w/min 1000 GPM/greater		\$0.00		\$0.00	\$0.00	800	\$3,200.00			
184	1	Month	6" Quiet Zone or equiv Trash Pump w/min 1000 GPM/greater		\$0.00		\$0.00	\$0.00	2400	\$2,400.00			
185	4	Week	8" Quiet Zone or equiv Trash Pump w/min 2000 GPM/greater		\$0.00		\$0.00	\$0.00	1060	\$4,240.00			
186	1	Month	8" Quiet Zone or equiv Trash Pump w/min 2000 GPM/greater		\$0.00		\$0.00	\$0.00	3180	\$3,180.00			
187	2	Week	12" Quiet Zone/equiv Trash Pump w/min 3000 GPM/greater		\$0.00		\$0.00	\$0.00	1700	\$3,400.00			
188	0.5	Month	12" Quiet Zone/equiv Trash Pump w/min 3000 GPM/greater		\$0.00		\$0.00	\$0.00	5100	\$2,550.00			
189	2	Week	50' of 4" suction hose with strainer	60	\$120.00		\$0.00	\$0.00	60	\$120.00			
190	0.5	Month	50' of 4" suction hose with strainer	160	\$80.00		\$0.00	\$0.00	180	\$90.00			
191	2	Week	100' of 4" suction hose with strainer	120	\$240.00		\$0.00	\$0.00	150	\$300.00			
192	0.5	Month	100' of 4" suction hose with strainer	320	\$160.00		\$0.00	\$0.00	450	\$225.00			
193	4	Week	50' of 6" suction hose with strainer	130	\$520.00		\$0.00	\$0.00	80	\$320.00			
194	1	Month	50' of 6" suction hose with strainer	340	\$340.00		\$0.00	\$0.00	240	\$240.00			
195	4	Week	100' of 6" suction hose with strainer	260	\$1,040.00		\$0.00	\$0.00	200	\$800.00			
196	1	Month	100' of 6" suction hose with strainer	680	\$680.00		\$0.00	\$0.00	600	\$600.00			
197	4	Week	50' of 8" suction hose with strainer		\$0.00		\$0.00	\$0.00	140	\$560.00			
198	1	Month	50' of 8" suction hose with strainer		\$0.00		\$0.00	\$0.00	420	\$420.00			
199	4	Week	100' of 8" suction hose with strainer		\$0.00		\$0.00	\$0.00	250	\$1,000.00			
200	1	Month	100' of 8" suction hose with strainer		\$0.00		\$0.00	\$0.00	750	\$750.00			
201	2	Week	50' of 12" suction hose with strainer		\$0.00		\$0.00	\$0.00	400	\$800.00			
202	0.5	Month	50' of 12" suction hose with strainer		\$0.00		\$0.00	\$0.00	1200	\$600.00			
203	2	Week	100' of 12" suction hose with strainer		\$0.00		\$0.00	\$0.00	1000	\$2,000.00			
204	0.5	Month	100' of 12" suction hose with strainer		\$0.00		\$0.00	\$0.00	3000	\$1,500.00			
205	2	Week	100' of 4" discharge hose	60	\$120.00		\$0.00	\$0.00	30	\$60.00			
206	0.5	Month	100' of 4" discharge hose	160	\$80.00		\$0.00	\$0.00	90	\$45.00			
207	4	Week	100' of 6" discharge hose	130	\$520.00		\$0.00	\$0.00	40	\$160.00			
208	1	Month	100' of 6" discharge hose	340	\$340.00		\$0.00	\$0.00	120	\$120.00			
209	4	Week	100' of 8" discharge hose		\$0.00		\$0.00	\$0.00	80	\$320.00			
210	1	Month	100' of 8" discharge hose		\$0.00		\$0.00	\$0.00	240	\$240.00			
211	2	Week	100' of 12" discharge hose		\$0.00		\$0.00	\$0.00	120	\$240.00			
212	0.5	Month	100' of 12" discharge hose		\$0.00		\$0.00	\$0.00	360	\$180.00			
213	2	Week	500' of 4" discharge hose	300	\$600.00		\$0.00	\$0.00	150	\$300.00			
214	0.5	Month	500' of 4" discharge hose	800	\$400.00		\$0.00	\$0.00	450	\$225.00			
215	4	Week	500' of 6" discharge hose	650	\$2,600.00		\$0.00	\$0.00	240	\$960.00			
216	1	Month	500' of 6" discharge hose	1700	\$1,700.00		\$0.00	\$0.00	720	\$720.00			
217	4	Week	500' of 8" discharge hose		\$0.00		\$0.00	\$0.00	400	\$1,600.00			
218	1	Month	500' of 8" discharge hose		\$0.00		\$0.00	\$0.00	1200	\$1,200.00			
219	2	Week	500' of 12" discharge hose		\$0.00		\$0.00	\$0.00	600	\$1,200.00			
220	0.5	Month	500' of 12" discharge hose		\$0.00		\$0.00	\$0.00	1800	\$900.00			
			Category 30			\$11,710.00	\$0.00	\$0.00		\$52,955.00			
							\$0.00	\$0.00		\$0.00			

COMPANY NAME: _____

**TERM CONTRACT FOR SHORT TERM RENTAL OF HEAVY EQUIPMENT
FOR PUBLIC WORKS DEPARTMENT (IFB-3120-05/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **RING POWER CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 9797 Gibsonton Drive, Riverview, Florida 33569, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide short term rental of heavy equipment for the Seminole County Public Works Department; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide short term rental of heavy equipment to the COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish equipment as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required equipment shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the equipment authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the equipment required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time

specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed amounts budgeted annually by the COUNTY for short term rental of heavy equipment for the Seminole County Public Works Department.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Public Works Department/Roads-Stormwater Division
177 Bush Loop
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

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

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at

the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (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 the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the equipment required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the 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 the CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

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

(e) The rights and remedies of the COUNTY provided 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 PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will 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 shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the COUNTY shall 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) The CONTRACTOR agrees that it will 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 the COUNTY.

(b) The CONTRACTOR agrees that it will 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, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, 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 the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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

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

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

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The 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 the 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 Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR 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 shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the 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 the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services

under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

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

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

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

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

and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, 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 I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt request-

ed, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Roads-Stormwater Division
177 Bush Loop
Sanford, FL 32773

FOR CONTRACTOR:

Ring Power Corporation
9797 Gibsonton Drive
Riverview, FL 33569

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

RING POWER CORPORATION

Secretary
(CORPORATE SEAL)

By: _____
JAMES T. BALL, Vice-President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk

7/6/05

ifb-3120

Attachments:

Exhibit "A"- Scope of Services

Exhibit "B"- Sample Purchase Order

SCOPE OF WORK

Rental of heavy equipment on an as needed basis for Public Works/Road-Stormwater Division drainage maintenance and construction projects.

TECHNICAL REQUIREMENTS

All equipment shall be offered at a weekly rate with insurance or a monthly rate with insurance. All equipment rates (weekly or monthly) shall INCLUDE FULL REPLACEMENT VALUE INSURANCE INCLUSIVE OF ANY/ALL DAMAGES TO UNIT OR TOTAL LOSS. A copy of this Full Replacement Value Insurance Policy, terms and conditions shall be attached to this bid submittal. This insurance policy shall be accepted as part of this bid agreement or subsequent renewals, (and shall not require additional and/or separate County signature acceptance). All equipment mobilization will be included in the unit price.

BID RESPONSE FORM

FOR SHORT TERM RENTAL OF HEAVY EQUIPMENT

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, FOB DESTINATION, with the following:

CATEGORY 1						
Item	Estimated	Unit	Description	Brand & Model Priced	Unit Price	Extension
Number	Quantity	Measure				
1	1	Week	2000, gal. highway water truck w/ power spray nozzles /greater	W72200	1280	\$1280
2	0.25 /	Month	2000, gal. highway water truck w/ power spray nozzles /greater	W72200	3130	\$3130
3	4	Week	4000, gal. highway water truck w/ power spray nozzles /greater	WT4000	1850	\$6650
4	1	Month	4000, gal. highway water truck w/ power spray nozzles /greater	WT4000	4250	\$4250
5	4	Week	4500, gal. highway water truck w/ power spray nozzles /greater	WT4500	2250	\$8250
6	1	Month	4500, gal. highway water truck w/ power spray nozzles /greater	WT4500	4750	\$4750
All water trucks will be equipped with arrow boards						
TOTAL CATEGORY 1						\$ 28,310
CATEGORY 2						
Item	Estimated	Unit	Description	Brand & Model Priced	Unit Price	Extension
Number	Quantity	Measure				
7	1	Week	Cat 725 articulated dump truck w/ 280 hp / 18 cyd or greater	Cat 725	4100	\$4100
8	0.25 /	Month	Cat 725 articulated dump truck w/ 280 hp / 18 cyd or greater	Cat 725	9150	\$9150
9	1	Week	Cat 735 articulated dump truck w/ 365 hp / 31 cyd or greater	Cat 735	5450	\$5450
10	0.25 /	Month	Cat 735 articulated dump truck w/ 365 hp / 31 cyd or greater	Cat 735	12500	\$12,500
11	1	Week	JCB 714 articulated dump truck w/ 129 bp / 9 cyd or greater	JCB 714	2895	\$2895
12	0.25 /	Month	JCB 714 articulated dump truck w/ 129 hp / 9 cyd or greater	JCB 714	6595	\$6595
TOTAL CATEGORY 2						\$ 40,690

COMPANY NAME: Ring Power Corporation

CATEGORY 3						
Item	Estimated	Unit	Description	Brand & Model Priced	Unit Price	Extension
Number	Quantity	Measure				
13	4	Week	302.5 mini excavator w/ 22 hp, 8' depth, or greater	Cat 302.5	665	\$2230
14	1	Month	302.5 mini excavator w/ 22 hp, 8' depth, or greater	Cat 302.5	1330	\$1330
15	48	Week	304.5 CR mini excavator w/ 38 hp, 11' depth, or greater	Cat 304.5	760	29,760
16	12	Month	304.5 CR mini excavator w/ 38 hp, 11' depth, or greater	Cat 304.5	1945	21,780
17	2	Week	312CL HMR w/ 79 hp, 6xHammer, 1250 ft-lbs, or greater	Cat 312CL HMR	3275	6,410
18	0.5	Month	312CL HMR w/ 79 hp, 6xHammer, 1250 ft-lbs, or greater	Cat 313CL HMR	9535	9,535
19	1	Week	315 CL excavator w/ 110 hp 31' reach, 22' depth, or greater	Cat 315CL	1895	\$1895
20	0.25	Month	315 CL excavator w/ 110 hp 31' reach, 22' depth, or greater	Cat 315CL	4600	\$4600
21	2	Week	320CL excavator w/ 138 hp, 31' reach, 21' depth, or greater	Cat 320CL	2200	\$4400
22	0.5	Month	320CL excavator w/ 138 hp, 31' reach, 21' depth, or greater	Cat 320CL	5500	\$5500
23	1	Week	320CL Thumb w/ 138 hp, or greater	Cat 320CL THB	2700	\$2700
24	0.25	Month	320CL Thumb w/ 138 hp, or greater	Cat 320CL THB	6800	\$6800
25	12	Week	320CL L. R. w/ .8 bucket cap. 51' reach, 39' depth, or greater	Cat 320CL LR	3650	\$41,050
26	3	Month	320CL L. R. w/ .8 bucket cap. 51' reach, 39' depth, or greater	320CL LR Cat	8650	\$25,950
27	1	Week	325 CL excavator w/ 188 hp 34' reach, 23' depth, or greater	Cat 325CL	3400	\$3400
28	0.25	Month	325 CL excavator w/ 188 hp 34' reach, 23' depth, or greater	Cat 325CL	7300	\$7300
29	1	Week	330CL EXC. w/ 3.0 bucket cap. 38' reach, 26' depth, or greater	Cat 330CL	4000	\$4000
30	0.25	Month	330CL EXC. w/ 3.0 bucket cap. 38' reach, 26' depth, or greater	Cat 330CL	8850	\$8850
31	2	Week	330CL L. R. w/1.0 bucket cap. 68' reach, 53' depth, or greater	Cat 330CL LR	5350	\$10,450
32	0.5	Month	330CL L. R. w/ 1.0 bucket cap. 68' reach, 53' depth, or greater	Cat 330CL LR	12350	12,350
33	1	Week	330CL Pulverizer w/ 321 hp, or greater	Cat 330CL Plv	7100	\$7100
34	0.25	Month	330CL Pulverizer w/ 321 hp, or greater	Cat 330CL plv	16900	16,900
35	2	Week	345 CL EXC. w/ 4.0 bucket cap. 40' reach, 27' depth, or greater	Cat 345BL	4650	\$9050
36	0.5	Month	345 CL EXC. w/ 4.0 bucket cap. 40' reach, 27' depth, or greater	Cat 345BL	10700	10,700
37	1	Week	365 CL EXC. w/ 5.0 bucket cap. 44' reach, 29' depth, or greater	Cat 365BL	9350	\$9350
38	0.25	Month	365 CL EXC. w/ 5.0 bucket cap. 44' reach, 29' depth, or greater	Cat 365BL	18950	18,950
TOTAL CATEGORY 3						\$282,340
CATEGORY 4						
Item	Estimated	Unit	Description	Brand & Model Priced	Unit Price	Extension
Number	Quantity	Measure				
39	1	Week	Excavator Ditching Bucket Attachment	Cat	300	\$300
40	0.25	Month	Excavator Ditching Bucket Attachment	Cat	450	\$450
41	.8	Week	Mini Excavator Ditch Bucket Attachment	Cat	205	\$205
42	2	Month	Mini Excavator Ditch Bucket Attachment	Cat	275	\$550
43	.4	Week	Excavator Auger Attachment	Cat A19	380	\$380
44	1	Month	Excavator Auger Attachment	Cat A19	615	\$615
TOTAL CATEGORY 4						\$ 2,500

COMPANY NAME: Ring Power Corporation

CATEGORY 5						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
45	1	Week	D3GXL Dozer w/ 70 hp and six way blade or greater	Cat D3GXL	1425	\$1425
46	0.25	Month	D3GXL Dozer w/ 70 hp and six way blade or greater	Cat D3GXL	3556	\$3556
47	4	Week	D5GXL Dozer w/ 90 hp and six way blade or greater	Cat D5GXL	1658	\$1658
48	1	Month	D5GXL Dozer w/ 90 hp and six way blade or greater	Cat D5GXL	4505	\$4505
TOTAL CATEGORY 5						\$ 11,144
CATEGORY 6						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
49	4	Week	5 ton single drum vibratory roller or greater	Cat CS323C	1037	\$1037
50	1	Month	5 ton single drum vibratory roller or greater	Cat CS323C	2435	\$2435
51	2	Week	7 ton single drum vibratory roller or greater	Cat CS433E	1260	\$2360
52	0.5	Month	7 ton single drum vibratory roller or greater	Cat CS433E	3230	\$3230
53	4	Week	10 ton single drum vibratory roller or greater	Cat CS533E	1600	\$5650
54	1	Month	10 ton single drum vibratory roller or greater	Cat CS533E	3600	\$3600
TOTAL CATEGORY 6						\$ 18,312
CATEGORY 7						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
55	4	Week	Leeboy 300 Double Drum Compactor w/ 16 hp or greater	N/A		
56	1	Month	Leeboy 300 Double Drum Compactor w/ 16 hp or greater	N/A		
57	8	Week	CB534D Double Drum Compactor w/ 105 hp or greater	Cat CB534D	1675	11,650
58	2	Month	CB534D Double Drum Compactor w/ 105 hp or greater	Cat CB534D	3900	\$7550
TOTAL CATEGORY 7						\$ 19,200
CATEGORY 8						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
59	1	Week	416-B Backhoe-Loader or equivalent/greater	Cat 416D	757	\$757
60	0.25	Month	416-B Backhoe-Loader or equivalent/greater	Cat 416D	1658	\$1658
61	2	Week	430D Backhoe-Loader or equivalent/greater	Cat 430D	1136	\$1136
62	0.5	Month	430D Backhoe-Loader or equivalent/greater	Cat 430D	2798	\$2798
63	2	Week	928G Wheel Loader w/ 131 hp and 2.75 cy capacity or greater	Cat 928G	1750	\$3250
64	0.5	Month	928G Wheel Loader w/ 131 hp and 2.75 cy capacity or greater	Cat 928G	4500	\$4500
65	4	Week	950G II Wheel Loader w/ 180 hp and 4 cy capacity or greater	Cat 950G	2850	\$10,650
66	1	Month	950G II Wheel Loader w/ 180 hp and 4 cy capacity or greater	Cat 950G	5950	\$5950
67	4	Week	980G II Wheel Loader w/ 311 hp and 7.25 cy capacity, or greater	Cat 980G	5500	\$21,250
68	1	Month	980G II Wheel Loader w/ 311 hp and 7.25 cy capacity, or greater	Cat 980G	12500	\$12,500
TOTAL CATEGORY 8						\$ 65,448

COMPANY NAME: Ring Power Corporation

CATEGORY 9						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
69	1	Week	IT Boom - Wheel Loader Attachment	Cat 924/IT28	275	\$275
70	0.25	Month	IT Boom - Wheel Loader Attachment	Cat 924/IT28	405	\$405
71	1	Week	Rake - Wheel Loader Attachment	Cat 924/IT28	355	\$355
72	0.25	Month	Rake - Wheel Loader Attachment	Cat 924/IT28	605	\$605
73	1	Week	Forks - Wheel Loader Attachment	Cat 924/IT28	300	\$300
74	0.25	Month	Forks - Wheel Loader Attachment	Cat 924/IT28	430	\$430
TOTAL CATEGORY 9						\$ 2,370
CATEGORY 10						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
75	4	Week	246B Skid Steer Loader w/ 76 hp, .75 cy capacity or greater	Cat 246B	757	\$757
76	1	Month	246B Skid Steer Loader w/ 76 hp, .75 cy capacity or greater	Cat 246B	1425	\$1425
77	4	Week	262 Vertical Lift Skid Steer L. w/ 76 hp, .75 cy capacity/greater	Cat 262	805	\$805
78	1	Month	262 Vertical Lift Skid Steer L. w/ 76 hp, .75 cy capacity/greater	Cat 262	1470	\$1470
			All units have rubber tires			
TOTAL CATEGORY 10						\$ 4,457
CATEGORY 11						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
79	4	Week	Compaction Roller - Skid Steer Attachment	Cat CV18	595	\$595
80	1	Month	Compaction Roller - Skid Steer Attachment	Cat CV18B	1390	\$1390
81	2	Week	Sod Roller - Skid Steer Attachment	ASV	275	\$275
82	0.5	Month	Sod Roller - Skid Steer Attachment	ASV	405	\$405
83	4	Week	PC3 Cold Planer - 14" Drum Width - Skid Steer Attachment	PC3-PC203	980	\$980
84	1	Month	PC3 Cold Planer - 14" Drum Width - Skid Steer Attachment	PC3-PC203	1850	\$1850
85	4	Week	PC6 Cold Planer - 18" Drum Width - Skid Steer Attachment	PC6-PC204	1680	\$1680
86	1	Month	PC6 Cold Planer - 18" Drum Width - Skid Steer Attachment	PC6-PC204	2880	\$2880
87	4	Week	PC9 Cold Planer - 24" Drum Width - Skid Steer Attachment	PC9	2150	\$2150
88	1	Month	PC9 Cold Planer - 24" Drum Width - Skid Steer Attachment	PC9	3625	\$3625
89	1	Week	T9 Trencher - 6" Cutting Width - Skid Steer Attachment	T9	495	\$ 495
90	0.25	Month	T9 Trencher - 6" Cutting Width - Skid Steer Attachment	T9	890	\$ 890
91	2	Week	CV18/Vibratory Compactor - 72" Drum Width	Cat CV18B	595	\$ 595
92	0.5	Month	CV18/Vibratory Compactor - 72" Drum Width	Cat CV18B	1390	\$1390
93	4	Week	DAVCO Brush Cutter - Skid Steer Attachment	DAVCO	825	\$ 825
94	1	Month	DAVCO Brush Cutter - Skid Steer Attachment	DAVCO	1700	\$1700
95	12	Week	Grapple Bucket/Rake/Fork - Skid Steer Attachment	SS GRAP	295	\$295
96	3	Month	Grapple Bucket/Rake/Fork - Skid Steer Attachment	SS GRAP	495	\$1560
97	1	Week	LT18 Landscape Tiller - Skid Steer Attachment	LT18B	330	\$330
98	0.25	Month	LT18 Landscape Tiller - Skid Steer Attachment	LT18B	605	\$605
TOTAL CATEGORY 11						\$ 24,485

COMPANY NAME: Ring Power Corporation

CATEGORY 12						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
99	24	Week	247 Multi Terrain Loader w/ 54 hp, 3.8 PSI or greater	Cat 247	760	\$ 760
100	6	Month	247 Multi Terrain Loader w/ 54 hp, 3.8 PSI or greater	Cat 247	1995	\$11,240
101	32	Week	277 Multi Terrain Loader w/ 74 hp, 3.1 PSI or greater	Cat 277	1520	\$1520
102	8	Month	277 Multi Terrain Loader w/ 74 hp, 3.1 PSI or greater	Cat 277	2750	\$20,800
103	12	Week	287 Vertical Lift Multi Terrain L. w/ 80 hp, 3.8 PSI or greater	Cat 287	1565	\$1565
104	3	Month	287 Vertical Lift Multi Terrain L. w/ 80 hp, 3.8 PSI or greater	Cat 287	2845	\$8250
			All units have tracks			
			TOTAL CATEGORY 12			\$ 44,215
CATEGORY 13						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
105	32	Week	Boom Mower 4x4 w/min 80hp, 20' reach, 60" rotary/or greater			
106	8	Month	Boom Mower 4x4 w/min 80hp, 20' reach, 60" rotary/or greater			
			TOTAL CATEGORY 13			\$
CATEGORY 14						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
107	1	Week	IT28G/930 Tool Carrier w/ 131 hp, 2.5 cy capacity or greater	Cat IT28G	1850	\$1850
108	0.25	Month	IT28G/930 Tool Carrier w/ 131 hp, 2.5 cy capacity or greater	Cat IT28G	4800	\$4800
			TOTAL CATEGORY 14			\$ 6,650
CATEGORY 15						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
109	2	Week	12H Motor Grader w/ 145 hp, 14' blade width or greater	Cat 12H	2850	\$5450
110	0.5	Month	12H Motor Grader w/ 145 hp, 14' blade width or greater	Cat 12H	5950	\$5950
111	1	Week	LeeBoy 685 Grader w/ 110 hp, 10'/12' blade width or greater	LeeBoy 685	1375	\$1375
112	0.25	Month	LeeBoy 685 Grader w/ 110 hp, 10'/12' blade width or greater	LeeBoy 685	3630	\$3630
			TOTAL CATEGORY 15			\$ 16,405
CATEGORY 16						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
113	24	Week	Grapple Boom Truck w/20 yd cap. Boom length 20' or greater			
114	6	Month	Grapple Boom Truck w/20 yd cap. Boom length 20' or greater			
			TOTAL CATEGORY 16			\$

COMPANY NAME: Ring Power Corporation

CATEGORY 17						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
115	1	Week	613C II Scraper w/ 175 hp and 11 cy capacity or greater	Cat 613C	3750	\$3750
116	0.25	Month	613C II Scraper w/ 175 hp and 11 cy capacity or greater	Cat 613C	8400	\$8400
117	1	Week	623G Scraper w/ 330/365 hp and 23 cy capacity or greater	Cat 623G	6950	\$6950
118	0.25	Month	623G Scraper w/ 330/365 hp and 23 cy capacity or greater	Cat 623G	16500	\$16500
TOTAL CATEGORY 17						\$ 35,600
CATEGORY 18						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
119	4	Week	RM250 (SS) Soil Mixer w/ 335 hp and 96" width or greater	RM25055	6400	\$24,850
120	1	Month	RM250 (SS) Soil Mixer w/ 335 hp and 96" width or greater	RM25055	14550	\$14550
TOTAL CATEGORY 18						\$ 39,400
CATEGORY 19						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
121	2	Week	CP2000T Air Burner w/ 33 hp or greater	CP2000T	1500	\$2750
122	0.5	Month	CP2000T Air Burner w/ 33 hp or greater	CP2000T	3450	\$3450
TOTAL CATEGORY 19						\$ 6,200
CATEGORY 20						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
123	1	Week	JCB930 Straight Mast Lift w/ 6000 lbs/22' lift height or greater	JCB-930	760	\$ 760
124	1	Month	JCB930 Straight Mast Lift w/ 6000 lbs/22' lift height or greater	JCB-930	1615	\$1615
TOTAL CATEGORY 20						\$ 2,375
CATEGORY 21						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
125	1	Week	TH360B Telehandler w/7,000 capacity/44' height or greater	TH360B	1150	\$1150
126	1	Month	TH360B Telehandler w/7,000 capacity/44' height or greater	TH360B	2560	\$2560
127	1	Week	944 Telehandler w/ 9,000 capacity and 44' lift height or greater	944	1375	\$1375
128	1	Month	944 Telehandler w/ 9,000 capacity and 44' lift height or greater	944	3085	\$3085
TOTAL CATEGORY 21						\$ 8,170

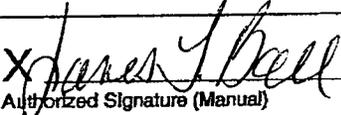
COMPANY NAME: Ring Power Corporation

CATEGORY 22						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
129	1	Week	TH Bucket - Telehandler Attachment	Cat	250	\$ 500
130	0.25	Month	TH Bucket - Telehandler Attachment	Cat	250	\$ 500
131	1	Week	Framers Carriage - Telehandler Attachment	Cat	250	\$500
132	0.25	Month	Framers Carriage - Telehandler Attachment	Cat	250	\$ 500
133	1	Week	Truss Boom - Telehandler Attachment	Cat	250	\$ 500
134	0.25	Month	Truss Boom - Telehandler Attachment	Cat	250	\$ 500
135	1	Week	Lifting Hook - Telehandler Attachment	Cat	250	\$ 500
136	0.25	Month	Lifting Hook - Telehandler Attachment	Cat	250	\$ 500
TOTAL CATEGORY 22						\$ 4,000
CATEGORY 23						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
137	2	Week	Industrial Vacuum Truck w/ 16 cy capacity or greater	Vaccon	3640	\$7500
138	0.5	Month	Industrial Vacuum Truck w/ 16 cy capacity or greater	Vaccon	10000	\$10,000
TOTAL CATEGORY 23						\$ 17,500
CATEGORY 24						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
139	1	Week	GenieTML4000N Light Tower w/4000 W./30' Tower - greater	Genie TML4000	350	\$ 350
140	0.25	Month	GenieTML4000N Light Tower w/4000 W./30' Tower - greater	Genie TML4000	600	\$ 600
TOTAL CATEGORY 24						\$ 950
CATEGORY 25						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
141	1	Week	4 x 2 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)	Treker	320	\$ 320
142	0.25	Month	4 x 2 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)	Trecker	655	\$ 655
143	4	Week	4 x 4 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)	Treker	435	\$ 435
144	1	Month	4 x 4 Treker Utility Vehicle (J.D. Gator/Kawasaki Mule)	Treker	1000	\$1000
TOTAL CATEGORY 25						\$ 2,410
CATEGORY 26						
Item	Estimated	Unit	Description	Brand &	Unit	Extension
Number	Quantity	Measure		Model Priced	Price	
145	1	Week	GS2032 Scissor Lift w/ 800 lb capacity - 20' height or greater	Genie GS2032	375	\$ 375
146	0.25	Month	GS2032 Scissor Lift w/ 800 lb capacity - 20' height or greater	GenieGS2032	600	\$ 600
147	1	Week	GS3268RT Scissor Lift w/ 1,000 lb cap. - 32' height or greater	Genie GS3268	595	\$ 595
148	0.25	Month	GS3268RT Scissor Lift w/ 1,000 lb cap. - 32' height or greater	Genie GS3268	965	\$965
149	2	Week	GS5390RT Scissor Lift w/ 1,500 lb cap - 53' height or greater			
150	0.5	Month	GS5390RT Scissor Lift w/ 1,500 lb cap - 53' height or greater			
TOTAL CATEGORY 26						\$ 2,535

COMPANY NAME: Ring Power Corporation

CATEGORY 27						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
151	1	Week	Z34 Articulated/Telescoping Platform, 34' height or greater	Genie Z34	710	\$ 710
152	0.25 /	Month	Z34 Articulated/Telescoping Platform, 34' height or greater	Genie Z34	1325	\$1325
153	1	Week	S60,S65 Articulated/Telescoping Platform,60' height or greater	Genie S60, S65	1260	\$1260
154	0.25 /	Month	S60,S65 Articulated/Telescoping Platform,60' height or greater	Genie S60, S65	2085	\$2085
TOTAL CATEGORY 27						\$ 5,380
CATEGORY 28						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
155	2	Week	XL2300 Off Highway Exc. w/ 110 hp, 23' reach or greater	XL2300	2400	\$4550
156	0.5 /	Month	XL2300 Off Highway Exc. w/ 110 hp, 23' reach or greater	XL2300	5750	\$5750
157	4	Week	XL3300 Off Highway Exc. w/ 138 hp, 27' reach or greater	XL3300	2600	\$9650
158	1	Month	XL3300 Off Highway Exc. w/ 138 hp, 27' reach or greater	XL3300	6350	\$6350
159	2	Week	XL2200 Crawler Excavator w/ 82 hp, 24' reach or greater	XL2200	1800	\$3350
160	0.5 /	Month	XL2200 Crawler Excavator w/ 82 hp, 24' reach or greater	XL2200	4200	\$4200
161	2	Week	XL3200 Crawler Excavator w/ 108 hp, 27' reach or greater	XL3200	2245	\$4240
162	0.5 /	Month	XL3200 Crawler Excavator w/ 108 hp, 27' reach or greater	XL3200	5300	\$5300
163	4	Week	XL4200 Crawler Excavator w/ 148 hp 30' reach or greater	XL4200	2600	\$9650
164	1	Month	XL4200 Crawler Excavator w/ 148 hp 30' reach or greater	XL4200	6500	\$6500
165	4	Week	XL5200 Crawler Excavator w/ 165 hp, 34' reach or greater	XL5200	3550	\$13450
166	1	Month	XL5200 Crawler Excavator w/ 165 hp, 34' reach or greater	XL5200	8700	\$8700
167	24	Week	XL3100 Gradall Truck Exc. w/ 173 hp, 23' reach or greater	XL3100	2550	\$55450
168	6	Month	XL3100 Gradall Truck Exc. w/ 173 hp, 23' reach or greater	XL3100	5800	\$33550
169	48	Week	XL4100 Gradall Truck Exc. w/ 200 hp, 30' reach or greater	XL4100	3150	\$139450
170	12	Month	XL4100 Gradall Truck Exc. w/ 200 hp, 30' reach or greater	XL4100	7450	\$86650
171	12	Week	XL5100 Gradall Truck Exc. w/ 230 hp, 34' reach or greater	XL5100	3800	\$42850
172	3	Month	XL5100 Gradall Truck Exc. w/ 230 hp, 34' reach or greater	XL5100	8900	\$26200
TOTAL CATEGORY 28						\$ 465,840
CATEGORY 29						
Item Number	Estimated Quantity	Unit Measure	Description	Brand & Model Priced	Unit Price	Extension
173	4	Week	Riding Vacuum Litter Collector, 20 HP-100 gal. L. cap./greater			
174	1	Month	Riding Vacuum Litter Collector, 20 HP-100 gal. L. cap./greater			
TOTAL CATEGORY 29						\$

COMPANY NAME: Ring Power Corporation

SUBMIT BID TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION	INVITATION FOR BID and Bidder Acknowledgment
Contact: Betsy J. Cohen, CPPB Purchasing Supervisor 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	IFB-3120-05/BJC Term Contract for Short Term Rental of Heavy Equipment for Public Works Department
Bid Due Date: June 22, 2005 Bid Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Bidder Name: Ring Power Corporation	Federal Employer ID Number or SS Number: 59-0934246
Mailing Address: 9797 Gibsonton Dr.	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Riverview, FL 33569	
Type of Entity: (Circle one) Corporation Partnership Proprietorship Joint Venture	 Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (813) 671-3700	Typed Name: James T. Ball
Toll Free Telephone Number: (800)	Title: Vice President/Regional Sales Mgr.
Fax Number: (813) 671-3054	Date: June 17, 2005

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

TAX EXEMPTION NUMBERS
 FLORIDA SALES: 69-11-033995-53C
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
ORDER

Page 1

ORDER NUMBER

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE: OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

LOG

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING
 DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.
- 3. WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.
- 7. INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit operation and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.
- 12. PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.
- 15. ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.
- 19. FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

**TERM CONTRACT FOR SHORT TERM RENTAL OF HEAVY EQUIPMENT
FOR PUBLIC WORKS DEPARTMENT (CATEGORY 30) (IFB-3120-05/BJC)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THOMPSON PUMP & MANUFACTURING**, duly authorized to conduct business in the State of Florida, whose address is 706 W. Landstreet Road, Orlando, Florida 32824, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide short term rental of heavy equipment (category 30) for the Seminole County Public Works Department; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide short term rental of heavy equipment to the COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish equipment as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required equipment shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the equipment authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the equipment required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time

specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed amounts budgeted annually by the COUNTY for short term rental of heavy equipment (category 30) for the Seminole County Public Works Department.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Public Works Department/Roads-Stormwater Division
177 Bush Loop
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

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

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at

the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (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 the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the equipment required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the 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 the CONTRACTOR in performing this Agreement, whether completed or in process.

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

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

(e) The rights and remedies of the COUNTY provided 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 PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will 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 shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the 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, the COUNTY shall 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) The CONTRACTOR agrees that it will 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 the COUNTY.

(b) The CONTRACTOR agrees that it will 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, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, 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 the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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

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

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

the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The 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 the 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 Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR 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 shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the 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 the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services

under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.

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

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

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

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

and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, 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 I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt request-

ed, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Roads-Stormwater Division
177 Bush Loop
Sanford, FL 32773

FOR CONTRACTOR:

Thompson Pump & Manufacturing
706 W. Landstreet Road
Orlando, FL 32824

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

THOMPSON PUMP & MANUFACTURING

Witness

By:_____

Witness

Date:_____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
7/6/05
ifb-3120-Thompson

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

EXHIBIT "A"

Item Number	Estimated Quantity	Unit Measure	Description	CATEGORY 30		
				Brand & Model Priced	Unit Price	
175	2	Week	4" Trash Pump w/min 500 gallons per minute or greater	Thompson Pump	\$500.00	1,000
176	0.5	Month	4" Trash Pump w/min 500 gallons per minute or greater		\$1500.00	750
177	4	Week	6" Trash Pump w/min 1000 gallons per minute or greater		\$580.00	2320
178	1	Month	6" Trash Pump w/min 1000 gallons per minute or greater		\$1740.00	1740
179	4	Week	8" Trash Pump w/min 2000 gallons per minute or greater		\$700.00	2800
180	1	Month	8" Trash Pump w/min 2000 gallons per minute or greater		\$2100.00	2100
181	2	Week	12" Trash Pump w/min 3000 gallons per minute or greater		\$1280.00	2560
182	0.5	Month	12" Trash Pump w/min 3000 gallons per minute or greater		\$3840.00	1920
183	4	Week	6" Quite Zone or equiv Trash Pump w/min 1000 GPM/greater		\$800.00	3200
184	1	Month	6" Quite Zone or equiv Trash Pump w/min 1000 GPM/greater		\$2400.00	2400
185	4	Week	8" Quite Zone or equiv Trash Pump w/min 2000 GPM/greater		\$1060.00	4240
186	1	Month	8" Quite Zone or equiv Trash Pump w/min 2000 GPM/greater		\$3180.00	3180
187	2	Week	12" Quite Zone/equiv Trash Pump w/min 3000 GPM/greater		\$1700.00	3400
188	0.5	Month	12" Quite Zone/equiv Trash Pump w/min 3000 GPM/greater		\$5100.00	2550
189	2	Week	50' of 4" suction hose with strainer		\$60.00	120
190	0.5	Month	50' of 4" suction hose with strainer		\$180.00	90
191	2	Week	100' of 4" suction hose with strainer		\$150.00	300
192	0.5	Month	100' of 4" suction hose with strainer		\$450.00	225
193	4	Week	50' of 6" suction hose with strainer		\$80.00	320
194	1	Month	50' of 6" suction hose with strainer		\$240.00	240
195	4	Week	100' of 6" suction hose with strainer		\$200.00	800
196	1	Month	100' of 6" suction hose with strainer		\$600.00	600
197	4	Week	50' of 8" suction hose with strainer		\$140.00	560
198	1	Month	50' of 8" suction hose with strainer		\$420.00	420
199	4	Week	100' of 8" suction hose with strainer		\$250.00	1000
200	1	Month	100' of 8" suction hose with strainer		\$750.00	750
201	2	Week	50' of 12" suction hose with strainer		\$400.00	800
202	0.5	Month	50' of 12" suction hose with strainer		\$1200.00	600
203	2	Week	100' of 12" suction hose with strainer		\$1000.00	2000
204	0.5	Month	100' of 12" suction hose with strainer		\$3000.00	1500
205	2	Week	100' of 4" discharge hose		\$30.00	60
206	0.5	Month	100' of 4" discharge hose		\$90.00	45
207	4	Week	100' of 6" discharge hose		\$40.00	160
208	1	Month	100' of 6" discharge hose		\$120.00	120
209	4	Week	100' of 8" discharge hose		\$80.00	320
210	1	Month	100' of 8" discharge hose		\$240.00	240
211	2	Week	100' of 12" discharge hose		\$120.00	240
212	0.5	Month	100' of 12" discharge hose		\$360.00	180
213	2	Week	500' of 4" discharge hose		\$150.00	300

COMPANY NAME: Thompson Pump

★ Please see note on following page.

↓

	Month	500' of 4" discharge hose	Thompson Pump	\$450.00	225
	Week	500' of 6" discharge hose		\$240.00	960
177	1	Month	500' of 6" discharge hose	\$720.00	720
178	4	Week	500' of 8" discharge hose	\$400.00	1600
218	1	Month	500' of 8" discharge hose	\$1200.00	1200
219	2	Week	500' of 12" discharge hose	\$600.00	1200
220	0.5	Month	500' of 12" discharge hose	\$1800.00	900
		TOTAL CATEGORY 30		\$ 52,955	

Ⓐ Please note: For items 175-188 concerning the pumps, the model priced applies to many different models available in our rental fleet. Our models will vary based on pumping application and availability. Applicable models include:

- HT
- HTC
- V
- JSC
- JSV
- Silent Knights
- TS
- TSC
- TSV

Available Series

COPY

SUBMIT BID TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION	INVITATION FOR BID and Bidder Acknowledgment
Contact: Betsy J. Cohen, GPPB Purchasing Supervisor 407-665-7112 - Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	IFB-3120-05/BJC Term Contract for Short Term Rental of Heavy Equipment for Public Works Department
Bid Due Date: June 22, 2005 Bid Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Bidder Name: Thompson Pump & Mfg.	Federal Employer ID Number or SS Number: 59-1286389
Mailing Address: 706 W Landstreet Rd	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Orlando, FL, 32824	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture	X <u>Bobby Zitzka</u> Authorized Signature (Manual)
Incorporated in the State of: FL	
Telephone Number: 407-812-4007	Typed Name: Bobby Zitzka
Toll Free Telephone Number: (800) 767-7304	Title: Branch Manager
Fax Number: 407-812-4030	Date: 6/20/05

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

EXHIBIT B
ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE OP

REVISION/DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

**FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION**
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING
DEPARTMENT

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. **AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.
2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.
3. **WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
4. **MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.
5. **TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.
6. **INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.
7. **INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**
8. **INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to:
 - (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.
9. **TAXES.** Seminole County Government is a non-profit operation and not subject to tax.
10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.
11. **PAYMENT TERMS.** It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.
12. **PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.
13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is:
 - (a) in accordance with good commercial practice; and
 - (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.
14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.
15. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.
16. **EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.
17. **RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.
18. **FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.
19. **FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.