9. Award IFB-3074-03/GMG –Term Contract for the Purchase of Chevrolet Mini Vans, to Bill Heard Chevrolet, Sanford (Not-to-Exceed $100,000.00/year).

IFB-3074-03/GMG will provide for the purchase of new Chevrolet Mini Vans according to the specifications of the bid, based on the standardization of Chevrolet Vans approved by the County Manager on March 10, 2003.

This project was publicly advertised and the County received two (2) submittals. The Evaluation Committee, which consisted of Ruth Alfson, Fleet Services Manager; and Richard F. Steiger, Fleet Coordinator, evaluated the responses. The evaluation was based on the compliance of the requirements and specifications of the bid and best value to the COUNTY based on the evaluation criteria indicated in the Bid Documents. The Review Committee recommends award of the contract to Bill Heard Chevrolet, Sanford for a one (1) year period and, at the option of the parties, to be renewed for five (5) successive periods not to exceed one (1) year each. 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 on an as-needed basis based on the terms and conditions of the agreement.

This is a budgeted project and funds are available in various accounts. Administrative Services/Fleet and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

B.C.C. - SEMINOLE COUNTY, FL
IFB 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-3074-03/GMG

BID TITLE: Term Contract for the Purchase of Chevrolet Mini Vans

OPENING DATE: August 6, 2003, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2
	Bill Heard Chevrolet 127 North Oregon St. Sanford, Florida 32771 (407) 302-5775 – Phone (407) 302-5772 – Fax John C. Stillwell	Whiteside Chevrolet, Inc. 50714 National Road St. Clairsville, OH 43950 (800) 610-0211 – Phone (740) 699-2475 – Fax Brian McColley
TOTAL AMOUNT OF BASE BID	$17,441.76	$18,702.00
TOTAL AMOUNT OF SPECIAL PACKAGE AS DESCRIBED IN THE SCOPE OF SERVICES	$16,395.37	No Bid

Pricing for additional options of the vehicle are detailed in the bid response forms.

Posted: 8/06/2003 Recommendation of Award: Bill Heard Chevrolet BCC: 9/09/2003

DEPARTMENT OF FISCAL SERVICES

PURCHASING & CONTRACTS DIVISION

MEMORANDUM

March 10, 2003

TO: Kevin Grace, County Manager

FROM: Ray Hooper, CPCM, Purchasing & Contracts Manager RH 3/10

SUBJECT: Standardization of Fleet Vehicles

Pursuant to Seminole County Code Chapter 330.2, the Purchasing Committee met on March 10, 2003 to review the request for standardization of Ford light and medium duty vehicles and makes the following recommendation for your approval:

FORD VEHICLES:

Creating standardization of light to medium duty fleet vehicles as Ford Motor Company units is recommended for the following reasons:

1. Fleet Services' records indicate that Seminole County has been acquiring light to medium duty Ford vehicles since 1984. At the present time, Ford light and medium duty vehicles account for 94% of these types of vehicles.

2. Seminole County's fleet of Ford vehicles has enabled its repair and maintenance contractor (Serco, Inc.) to maximize training dollars. By having a primarily Ford fleet, Serco has been able to send mechanics to a local authorized training center (located in Altamonte Springs) and has also been able to send mechanics to specialized classes to increase technical knowledge. If Seminole County were to change manufacturers, Serco would be required to send mechanics to more classes which would, in turn, cut down on the number of mechanics available for work and spread limited training dollars over a wider curriculum range.

3. Seminole County's fleet of Ford vehicles has enabled its repair and maintenance contractor (Serco, Inc.) to standardize its parts stocking room. At present, Serco carries between $100 to $130k in parts, depending on the time of year. If more vehicle product lines were introduced, an estimated $50k in additional parts would have to be stocked to keep up with repair and maintenance functions. This places a restricted cash flow on the contractor, as Seminole County is not billed for parts unless they are used. Ultimately, the carrying costs on parts may result in additional costs being passed back to the County from the maintenance contractor.

4. By using Ford products as extensively as Seminole County has been, Fleet Services has been able to establish a good working relationship with a number of Ford warranty repair dealerships in the area. If Seminole County were to branch out into another brand, this would require building new relationships with a number of other warranty centers, which may require a number of years to build trust.

5. Since Seminole County has been purchasing Ford products since 1984, the County employees using these vehicles have become very familiar with the products and what they can do. This allows Fleet Services to work with the departments when replacement units are being acquired so that the vehicles can be replaced easily and are "like for like". If the County were to bid out

the light to medium duty vehicles and another manufacturer acquire the contract, this would entail County employees to become familiar with a new product line.

6. By using Ford products since 1984, Fleet Services has been able to acquire vehicles at reduced pricing by volume-buying. Consistently, Fleet Services has been able to meet or beat State and Sheriff Association pricing because of the relationship with our current Ford vendor. By not splitting the acquisition of light and medium duty vehicles across various manufacturers, savings can be achieved.

7. The Seminole County Sheriff's Office acquires their police cruisers by piggybacking off our contract. This enables Seminole County to receive greater manufacturer discounts with volume-buying. The Sheriff's Fleet Office has informed Fleet Services that if Seminole County buys from another manufacturer, the Sheriff's Office will acquire vehicles from the Sheriff's Association contract and not give Seminole County the purchasing power it presently has with volume purchases.

The Purchasing Committee is also requesting the following exceptions to the standardization:

1. Seminole County is presently acquiring Chevrolet Astro vans from the Sheriff Association contract. In the past, the County purchased Ford Aerostars as the mini-van of choice. However, with the discontinuation of the Aerostar from the Ford vehicle offerings, the Chevy Astro has become the choice for fleet use as it gives the required cargo space and option offerings while being more cost-effective than the Ford Windstar. Fleet Services wishes to keep acquiring the Astro to satisfy departmental needs.

2. Vehicles that the County wishes to acquire to achieve initiatives for being environmentally friendly would not been bound by the standardization arrangement. For example, the County is acquiring its first hybrid sedan in 2003 in response to upper management directives to explore this technology. If other emerging technologies in the area of "green" vehicles are introduced and the County wishes to explore these options, vehicles acquired under this initiative would not be bound by the standardization agreement.

Fleet Services and the Purchasing Committee recommend standardization of light to medium duty vehicles to Ford Motor Company products and to competitively bid out this standardization to all Ford dealerships in the greater Orlando area. The purchasing review committee will review this standardization every six years to ensure that the information in this memo is current and that the justification provided continues to support the standardization decision.

☒ Approve ☐ Disapprove

J. Kevin Grace
Kevin Grace
County Manager

3-10-03
Date

gmg

DRAFT

09

TERM CONTRACT FOR VEHICLE PURCHASE (IFB-3074-03/GMG)
CHEVROLET MINI VANS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, 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 Chevrolet Mini Vans for Seminole County; 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 Chevrolet Mini Vans 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 vehicles as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required vehicles 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 one (1) year and, at the option of the parties, may be renewed for five (5) 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 vehicles authorized by the Purchase Order.

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 vehicle 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 vehicles 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 _____ DOLLARS ($_____) per year.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all vehicles 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 vehicles are delivered, 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 vehicles delivered and any services rendered, the cost of the vehicles and 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:

Administrative Services
200 West County Home Road
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 services or vehicles 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 bonafide 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 bonafide 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 is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

under Part One of the standard Workers' Compensation Policy.

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

$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:

	LIMITS
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:

	LIMITS
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 (ADR).

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

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

SECTION 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 Agree-

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

FOR COUNTY:

Administrative Services
200 West County Home Road
Sanford, Florida 32773

FOR CONTRACTOR:

_____
_____
_____

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: _____

_____ By: _____
Secretary President

(CORPORATE SEAL) Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
DARYL G. MCLAIN, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

AC/lpk
6/17/03
ifb-3074

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