SUBMIT BIDS TO:	INVITATION TO BID
Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn: PURCHASING and CONTRACTS DIVISION**	and Bidder Acknowledgment
Contact: Diane Reed, Contracts Analyst 407-665-7128 dreed@seminolecountyfl.gov	BID No.: **BID-2119-05/DRR**

Fire Training Center Delivery Door

Submittal (Bid) Due Date: **May 18, 2005** Submittal (Bid) Due Time: **2:00 P.M.**	Location of Submittal (Bid) Drop-off and Public Opening: County Services Building, Room #3208 1101 East 1st Street Sanford, Florida 32771
Pre-bid Date: **May 6, 2005** Pre-Bid Time: **9:30 a.m. EST**	Pre-Bid Location: 201 Valentine Way Longwood, Florida
Bidder Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Bid", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number:	Printed Name:
Fax Number:	Title:
Point of Contact email:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

SCOPE OF SERVICES, SPECIFICATIONS AND DRAFT AGREEMENT FOR

Fire Training Center Delivery Door

BID #2119-05/DRR

Exhibit A

Scope of Work

Seminole County is seeking a responsible contractor to provide design, all labor, materials, equipment, coordination, and incidentals necessary for the widening of an existing delivery bay door at the Fire Training Center. The door is to be widened from 12 ft x 12 ft to 14 ft x 16 ft. and be standard, medium duty, Overhead Door or equivalent with an option of an electric operator and bottom sensor edge. Design drawings are to be provided by Contractor for permits. Contractor must obtain permits and the Seminole County Fire Department will pay the fees. This project includes but is not limited to electrical, concrete re-work and door installation.

Estimated cost for this project is $15,000.The bidding Contractor must complete 60% of the work and the project must be completed within 24 days.

TERM AND CONDITIONS

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Invitation to Bid or their Bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.

PUBLIC OPENING: Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read off at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 407-665-7116.

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

RESPONSE SUBMISSION: The COUNTY will receive Bids at the above address. The outside of the envelope/container must be identified with the ITB Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the Bids in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the Bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any Bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered Bids prior to the deadline set for receiving Bids. Telephone confirmation of timely receipt of the Bids may be made by calling (407) 665-7128, before the 2:00 deadline.

Bidders shall submit FIVE (5) COMPLETE SETS (one [1] original and four [4] copies) of the submittal, complete with all supporting documentation (i.e., photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above. The Bidder may submit the response in person or by mail.

Bidders may withdraw their Bid by notifying the COUNTY in writing at any time prior to the time set for the Bid deadline. Bidders may withdraw their Bid in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the Bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder.

No additional information may be submitted, or follow-up performed by any Bidder after the stated due date.

INQUIRES: All Bidders shall carefully examine the ITB documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing Office in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing and received by the County Purchasing Office at least ten (10) business days prior to the due date. Only interpretation or correction so given by the Purchasing Division, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bidding Documents. Seminole County Purchasing and Contracts Telephone Number Division (407) 665-7116; Fax Number (407) 665-7956.

ADDENDUM: Should revisions to the RFP documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Proposers should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least five (5) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. The County reserves the right to issue an addenda up until the scheduled due date and time.

Proposer shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received.

Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov/purchasing. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

BIDDER REGISTRATION: Bidders who obtain ITB documents from other sources must officially register with the COUNTY's Purchasing Division in order to be

placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a Bidder may cause your Bid to be rejected as non-responsive if you have failed to submit a Bid without an addendum acknowledgment for the most current addendum.

SELECTION PROCESS: The selection process may involve background checks. To be considered for award, a Bid must comply in all specifications.

BID FORM: The Bid Form is included in the Bid Documents. Bid Form must be completed in ink or by typewriter. Bidders are required to bid their prices on the Bid Forms supplied by the County in the Bid Documents.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled on the Bid Form). Bids by Joint Ventures must be executed by each ownership interest in the Joint Venture.

All Bids shall remain firm for ninety (90) days after the day of the Bid opening, but COUNTY may, in its sole discretion, release any Bid and return the Bid Security prior to that date. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County, the Low Bidder, and the Surety, if any, for the Low Bidder.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a Bid under this subsection will not prejudice the rights of Bidder to file a new Bid.

If within 24 hours after the Bids are opened, any Bidder files a duly signed written notice with COUNTY, and within 48 hours thereafter demonstrates to the reasonable satisfaction of the COUNTY that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the Agreement would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid Security will be returned provided that the COUNTY is not seriously prejudiced, except for the loss of its bargain. Bidder shall not be allowed to correct a Bid with a material and substantial mistake. A Bidder withdrawing its Bid under this subsection shall be disqualified from further bidding on the Work.

AWARD: The COUNTY anticipates award to the Respondent's who submits the Bid judged by the COUNTY to be the most advantageous.

The Bidder understands that this ITB does not constitute an agreement or a contract with the Bidder. An official contract or agreement is not binding until Bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the COUNTY, and executed by the parties.

The COUNTY reserves the right to reject all Bids, to waive any formalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

- The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder;
- The past experience furnishing the required services;
- The previous and existing compliance of the Apparent Low Bidder in regard to laws and ordinances and regulations;
- The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work;
- Minimum of three (3) consecutive years of acceptable experience.
- Proposed cost to the County.

IMMIGRATIONS AND NATIONALITY ACT (INA) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Sections 1324a(e) [Section 274A(e) of the Immigrations and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bid simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the ITB documents and/or any other requirements as requested by the County.

ACCURACY OF SUBMITTAL INFORMATION: Any Bidder which submits in it's submittal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. Misrepresentation of any

material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the submittal and rescission of any ensuing contract.

BID SECURITY: Bid Security shall be made payable to COUNTY, in the amount of five percent (5%) of the total bid amount, in the form of a cashier's check or a Bid Bond issued by a Surety meeting the requirements of these Bid Documents. The Bid Security of the Low Bidder shall be retained until such Bidder has executed the Agreement, furnished the Insurance Certificates and Endorsements. Bid Security is submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of at least ninety (90) days after the closing time for receipt of Bids. The Surety Companies must be registered and licensed to do business within the State of Florida and shall meet the minimum acceptance requirements establish by Seminole County.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

POSTING OF ITB AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division and at the County's Web Page: www.seminolecountyfl.gov prior to submission through the appropriate approval process and will be posted for a period of five (5) working days. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code, shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the ITB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

ACCEPTANCE/REJECTION: Seminole County reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the Bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a reprocurement.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the CONSULTANT 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 CONSULTANT, 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.

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

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

CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Invitation to Bid shall be merged into a Contract.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes.

If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

SUBCONTRACTS AND PROCUREMENT: If the Recipient subcontracts any or all of the work required under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.

AFFIRMATION: By submission of a Bid, Bidder affirms that his/her Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation to Bid and the resulting contract.

CERTIFIED INSPECTIONS: Bidders must provide a certified engineer to inspect and sign off on each installation. This cost must be included in bidders cost.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statues, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Seminole County for any terms and conditions not specifically state in this Invitation to Bid.

AVAILABILITY OF FUNDS: The obligations of Seminole County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Board of County Commissioners.

AUDIT REQUIREMENTS: The Recipient shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349 Florida Statutes, and Chapter 10.550 and 10.660, Rules of the Auditor General, for the purposes of auditing and monitoring the funds awarded under this Agreement.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bid and prior to bid opening. Specifications, which are unrelated to performance, will be considered for deletion via addendum to this Invitation for Bid.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

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

1. The prices in this bid have been arrived at independently, without consultations, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

LICENSES AND PERMITS

A. Vendor to be considered for contract award of this Invitation for Bid, shall be either "registered" or "certified" by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies, which may have jurisdiction over the type of work to be performed under this solicitation.
B. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
C. Upon notification, Bidder shall provide copies of all applicable licenses.
D. The Contractor will be responsible to obtain the any permits required by the County to complete the job. The County will pay for any permits required.

PERFORMANCE, PAYMENT AND OTHER BONDS.

A. The County may require the CONTRACTOR to furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. See the draft agreement for any bonding requirements. The Performance Bond shall be in an amount equal to 100% of the Contract Price; the Payment Bond shall be in an amount equal to 100% of the Contract Price; the Material and Workmanship Bond shall be in an amount equal to 10% of the Contract Price as adjusted in the Final Application For Payment. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

B. All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

C. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

PUBLIC ENTITY LAW: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair or a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

BID FORM
BID #2119-05/DRR

Fire Training Center Delivery Door

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____)_____

Fax Number: (_____) _____

License: Type: _____ Number: _____

Number of Years in Business: _____

To: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation to Bid), Instruction to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the services to be provided to the County, local conditions affecting the performance of the Work, and the cost of the Work, hereby proposes and agrees to perform the services, including transportation fleet, drivers, and all necessary equipment as required in connection with Bid-2119-05/DRR, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the Total Bid hereinafter set forth. Bidder acknowledges that it has read and fully understands all Sections of the Bid-2119-05/DRR.

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals, are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Bid is accepted, that he will execute a Contract with the COUNTY; that he will furnish the Bid Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the Bid Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

The apparent low bidder for this project will be determined by the lowest, responsible, responsive on the door portion of the bid.

BID FORM
BID-2119-05/DRR

AGREEMENT TITLE: Fire Training Center Delivery Door

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish design, all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

AMOUNT OF BID FOR DOOR: _____
Numbers

_____
(IN WORDS)

TOTAL AMOUNT OF BID: _____
Numbers

_____
(IN WORDS)

ALTERNATE BID FOR OPTIONAL ELECTRIC OPERATOR AND BOTTOM SENSOR EDGE:
_____
Numbers

_____
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services. **THESE SERVICES MUST BE COMPLETED, INSPECTED AND REQUEST FOR PAYMENT SUBMITTED ON OR BEFORE JULY 15, 2005.**

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this _____ day of _____, 2005.

_____
(Name of BIDDER)

_____
(Signature of person signing this BID FORM)

_____
(Printed name of person signing this BID FORM)

_____
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS _____
(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the Board of

County Commissioners. The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) **ss**
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as:

BID-2119-05/DRR - Fire Training Center Delivery Door

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

_____
(Affiant)

_____
Typed Name of Affiant

_____
Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____

OR Produced identification_____

_____
(Type of identification)

Notary Public - State of _____

My commission expires_____

_____
(Printed typed or stamped
commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

EXPERIENCE OF BIDDER

NAME OF BIDDER _____

The Bidder shall complete and provide the following information regarding experience within the past three years in this particular project work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
_____	_____	_____	$_____
_____	_____	_____	$_____
_____	_____	_____	$_____
_____	_____	_____	$_____
_____	_____	_____	$_____
_____	_____	_____	$_____

Do you have any similar work in progress at this time?____Yes ____No

Length of time in business: _____Years

Bank or Financial references: (Include Contact Name and telephone number)_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

DRAFT

CONTRACTOR SERVICES AGREEMENT (BD-2119-05/DRR)
DESIGN AND INSTALLATION OF
FIRE TRAINING CENTER DELIVERY BAY DOOR

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 design and installation of a widened delivery bay door at the Fire Training Center in Seminole County; and

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

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

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

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

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within twenty-four (24) days.

SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.

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

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 4. BILLING AND PAYMENT.

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

(1) The name and address of the CONTRACTOR;

(2) Contract Number;

(3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Public Safety Department
150 Bush Loop, Suite 2-138
Sanford, Florida 32773

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) 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 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 (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the

Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

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

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

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONTRACTOR's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 9. TERMINATION.

(a) 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:

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

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the 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. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

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

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so

failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. 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, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates. No more than forty percent (40%) of the work as described in the Scope of Services may be subcontracted under this Agreement.

SECTION 14. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 15. INSURANCE.

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

(1) 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 (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability

policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the 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. **The Certificate shall have this Agreement number clearly marked on its face.**

(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 or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

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

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

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the 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 Section. 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) 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:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(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	$500,000.00
Each Occurrence Limit	$500,000.00

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

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

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

SECTION 16. 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 17. REPRESENTATIVE OF COUNTY AND 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 CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement

shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. 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 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the 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 an independent contractor with respect to all

services performed under this Agreement.

SECTION 21. 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 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Seminole County Public Safety Department
150 Bush Loop, Suite 2-138
Sanford, Florida 32773

FOR CONTRACTOR:

_____

_____

_____

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 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. CONFLICT OF INTEREST.

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

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

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

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

ATTEST:

_____
Secretary

By: _____
President

Date: _____

[Corporate Seal]

WITNESSES:

SEMINOLE COUNTY, FLORIDA

_____

By: _____
PETER W. MALEY
CPPO, CPCM, C.P.M.
Contracts Supervisor

_____

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
4/25/05
bd-2119

As authorized by Section 330.3,
Seminole County Administrative
Code.

Attachment:
Exhibit "A" - Scope of Services

Exhibit A

Scope of Work

Seminole County is seeking a responsible contractor to provide design, all labor, materials, equipment, coordination, and incidentals necessary for the widening of an existing delivery bay door at the Fire Training Center. The door is to be widened from 12 ft x 12 ft to 14 ft x 16 ft. and be standard, medium duty, Overhead Door or equivalent with an option of an electric operator and bottom sensor edge. Design drawings are to be provided by Contractor for permits. Contractor must obtain permits and the Seminole County Fire Department will pay the fees. This project includes but is not limited to electrical, concrete re-work and door installation.

Estimated cost for this project is $15,000.The bidding Contractor must complete 60% of the work and the project must be completed within 24 days.