

**TERM CONTRACT FOR COLLECTION,
DE-MANUFACTURING AND RECYCLING SERVICES
(RFP-603499-19/BJC)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **A1 ASSETS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2452 Lake Emma Road, Suite 1010, Lake Mary, Florida 32646, in this Agreement referred to as “**CONTRACTOR**,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide end-of-life electronics (electronic waste) collection, recycling and management services; and



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

WHEREAS, CONTRACTOR is competent, qualified and desires to provide materials and services according to the terms and conditions stated in this Agreement,

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

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically

enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

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

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

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

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement based on Exhibit A.

Section 6. Payment and Billing.

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

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

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

(d) The original invoice must be sent to:

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

A copy of the invoice must be sent to:

Environmental Services Department
Attn: Solid Waste Division
1950 S. R. 419
Longwood, Florida 32750

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

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

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

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

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

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

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

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of 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 CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

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

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

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

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

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section

within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

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

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

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

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

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

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that 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. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

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

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

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

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

Section 18. Dispute Resolution.

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



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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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



Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

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

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

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

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

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

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

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

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the

performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Environmental Services Department
Attn: Solid Waste Division
1950 S. R. 419
Longwood, Florida 32750

For CONTRACTOR:

A1 Assets, Inc.
2452 Lake Emma Road, Suite 1010
Lake Mary, Florida 32746

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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

ATTEST:

A1 ASSETS, INC.

Witness

ANDREW R. HOOPER, President

Print Name

Date



Witness

Print Name

[Balance of this page intentionally blank; signatory page continues on Page 21.]

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
RAY HOOPER, Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



DGS/dre

05/29/19

Attachments:

Exhibit A - Scope of Services and Fee and Revenue Structure

Exhibit B - Sample Release Order

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EXHIBIT A

Scope of Services

SCOPE OF SERVICES

Seminole County is currently soliciting proposals for a term contract to provide end-of-life electronics (electronic waste) collection, recycling and management. The successful contractor will be responsible for all labor, materials, equipment, incidentals and logistical support services to insure the proper collection, handling, transportation, reuse, recycling, de-manufacturing, and related services for electronic waste disposal. These electronic wastes primarily generated by residential households and dropped-off at our HHW facilities. It includes, but not limited to: Cathode ray tubes (old TVs), flat screen TVs, monitors, computer CPUs, radios, DVD players, circuit boards, laptops, and many others. All electronic waste management activities will be conducted in accordance with Federal, State and local regulations and Best Management Practices (BMPs).

BACKGROUND:

Seminole County (County) is located in Central Florida and has a population of approximately 425,000 residents. The County's electronic waste program is administered and operated by the Environmental Services Department; Solid Waste Management Division; Environmental Compliance, Assistance and Pollution Prevention Program (ECAP3). The electronic waste program consists of the following:

Electronic Waste Collection Center – The County operates one (1) fixed site electronic waste collection center as part of the Household Hazardous Waste (HHW) collection facility located at the Seminole County Central Transfer Station (CTS). The CTS is located at 1950 State Road 419, Longwood, Florida 32750 and is open Monday through Saturday for ten (10) hours per day, 7:30 AM to 5:30 PM. Unwanted electronics from residents are accepted at the Central Transfer Station HHW facilities at all times during these hours. County HHW personnel segregate and store accepted items in containers provided by the contractor until picked up by the Contractor.

Business and Institutional Collection Events – The Contractor will be responsible for receiving electronic waste during collection events for business and institutional generators as scheduled by the County. The prices for Collection, De-Manufacturing and Recycling Services for Household end of Life Electronic Equipment in this agreement will be made available to business and institutional entities in Seminole County. The Contractor will be responsible for collecting fees due from business and institutional participants at these events. Currently these electronic waste collection events are held the every third Thursday of each month from 8:00 AM until approximately 10:00 AM at the CTS. The Contractor normally picks up household items collected at the electronic waste HHW collection center at the same time.

Off Site Collection Events – ***If the Contractor is agreeable***, the County can coordinate and perform a minimum of one (1) electronic waste mobile collection event per fiscal year. Electronic waste collection and recycling services are to be provided to private households and business and institutional generators at such collection events. The Contractor will be responsible for collecting the any fees due from business and institutional participants at such events.

TERMS AND DEFINITIONS:

1. **BCC** – Seminole County Board of County Commissioners.
2. **Containers** – Devices used for storing and shipping electronic waste as agreed upon by the County including, but not limited to: gaylords, roll-off boxes and pallets.
3. **VSQG** – Very Small Quantity Generator.

4. **COPCN** – Certificate of Public Convenience and Necessity issued by the Seminole County Board of County Commissioners through the Solid Waste Management Division.
5. **CTS** – The Central Transfer Station operated by the Seminole County Solid Waste Management Division.
6. **DEP** – Florida Department of Environmental Protection.
7. **DOT** – Department of Transportation.
8. **ECAP3** – Environmental Compliance, Assistance and Pollution Prevention Program, the group within the Seminole County Solid Waste Management Division that manages the electronic waste program.
9. **EPA** – United States Environmental Protection Agency.
10. **Electronic waste** – End of life electronics, typically televisions, computers and related components.
11. **FDEP** – Florida Department of Environmental Protection.
12. **Gaylord** – A large box designed to fit on a pallet used for storing and shipping materials. Typically made of corrugated cardboard.
13. **HHW** – Household Hazardous Waste.
14. **Landfill** – The Osceola Road Solid Waste Management Facility operated by the Seminole County Solid Waste Management Division.
15. **Mobile Collection Event** – A collection event held off site of the CTS or other permanent, fixed SWMD facilities and lasting four hours or longer. Does not include business and institution collections scheduled at the CTS or other permanent, fixed SWMD facilities.
16. **Mobile Event** – Same as Mobile Collection Event.
17. **OSHA** – Occupational Safety and Health Administration.
18. **Other Users** – VSQG, SQG, Universal Waste Generators.
19. **PPE** – Personal Protective Equipment.
20. **RCRA** – Resource Conservation and Recovery Act.
21. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
22. **SQG** – Small Quantity Generator.
23. **SWMD** – The Solid Waste Management Division of Seminole County.
24. **TSDf** – Transfer, Storage and Disposal Facility recognized and permitted under RCRA.
25. **Universal Waste** – Waste as defined in 40 CFR part 273. Typically includes: certain batteries; mercury containing devices (including thermostats); and lamps that contain mercury, such as fluorescent lamps (including compact fluorescents).
26. **Universal Waste Generators** – Businesses that generate universal waste.
27. **USEPA** – United States Environmental Protection Agency.

CONTRACTOR'S RESPONSIBILITIES:

1. The Contractor shall be responsible for providing to the County Collection, De-Manufacturing and Recycling Services for Household end of Life Electronic Equipment to include, but not limited to: all labor, packaging and packaging materials, loading, transportation, unloading and audit trail documentation for all electronics listed on the price sheet. The Contractor shall also be responsible for all equipment, incidentals and logistical support services to insure the proper collection, handling, consolidation, storage, transportation, reuse, recycling, de-manufacturing and related services. The Contractor shall provide adequate Gaylord boxes and pallets for accumulating, storing and shipping all materials at the CTS HHW.
2. The Contractor will provide training, as needed, to County staff on the proper methods and procedures for sorting, segregating, packaging, containerizing and labeling electronic waste. This training will be provided at no cost to the County.
3. The Contractor shall respond within 48 hours of request for service to acknowledge receipt of request for service. Materials shall be removed from the County within seven (7) calendar days from the request for service.
4. The Contractor shall verify item count and item description listed for each pick up. The Contractor shall provide appropriate packaging, loading and transportation for items located at the CTS or other collection point as specified. The contractor shall provide a bill of lading for each pick up that shall include, but is not limited to:
 - a. Contractor's name
 - b. Contractor's address
 - c. Contractor's phone number
 - d. County contract (RFP) number
 - e. County contact person
 - f. Specific location of collection
 - g. Pick up date
 - h. The quantity of the items picked up, as specified in this agreement
 - i. Name & address of the facility where the material is being transported to.
5. The Contractor shall ensure that all items that are recycled or disposed must have an audit trail on the equipment/material's final destination. The contractor shall ensure that all recovered end-of-life electronic equipment/material units are recycled or properly disposed and documented. Documentation of the recycling/disposal actions for each category shall be reported within 90 days of receipt of service. This will allow the County or respective customer to maintain appropriate records which demonstrate compliance with Federal and State laws such as the RCRA.
6. The Contractor and any subcontractor employed by Contractor shall obtain, maintain, keep current and shall be responsible for all expenses for any and all licenses, permits, certificates, approvals, other charges and taxes necessary for the Contractor to satisfy its obligations under this agreement. The Contractor and any subcontractors employed by the Contractor shall possess and maintain for the life of this agreement all licenses, permits, certificates and approvals necessary for the transportation and handling of universal waste, mercury containing devices and batteries.

7. The Contractor and any subcontractor employed by the Contractor shall comply with all laws, rules, ordinances or other requirements that govern or otherwise pertain to contractor obligations under this agreement.
8. All Contractor personnel assigned to this contract will have current training and/or certifications pursuant to EPA, OSHA, DOT and other regulatory agencies to manage and transport electronic waste.
9. The Contractor shall maintain a facility in Florida for the duration of this contract and shall be at the location as its mailing address. The County reserves the right to inspect the facility at any time during the term of this contract to ensure compliance with the terms of the contract.
10. The Contractor will receive, unload and inventory the electronics at its facility and will determine in each case whether to:
 - a. Prepare them for repair or reuse and sale or donation to appropriate end users, then accomplish such sale or donation, including packing, loading, transporting and unloading the electronics to get them to their ultimate destination,

OR

 - b. Accomplish de-manufacture as required to recycle as many of the components/materials, if any, as are economically practical to be recycled, then accomplish the recycling by the Contractor's internal operation or by selling the components/materials to a company or person in an end market, including packing, loading, transporting and unloading the components/materials to get them to their ultimate destination,

AND

 - c. Provide, at the Contractors' cost, where appropriate, legal disposal for any non-recyclable components/materials (including any components which are hazardous waste and therefore subject to special disposal regulations or laws) and for electronics that are neither reusable nor recyclable in whole or in part.
11. The Contractor shall ensure that the disposition of all electronics pursuant to A, B or C above is documented in accordance with requirements set forth in this Agreement and such other requirements as the County may specify in writing to the Contractor during this Agreement. Documentation must be reported to the County in a format compatible with the County's financial, word processing and statistical systems, such that the data which the County wishes is transferred fully, in manageable form.
12. The Contractor shall provide all participating business and institutional electronic waste customers with documentation demonstrating that they have shipped their electronic waste for proper recycling/disposal. Such documentations must meet the requirements set forth by the USEPA, FDEP and local agencies.
13. The Contractor shall designate a Project Manager for each collection activity who must remain onsite at all times during the operation.
14. The County shall not be responsible for the collection, packaging, shipping, transporting, or recycling/disposal of electronic waste accepted by the Contractor from businesses and institutions, nor for the cost incurred by the Contractor in the performance of this work.

15. The contractor shall provide shipping containers that are sound and meet DOT shipping requirements.
16. The Contractor shall provide to the County, upon request, a complete inventory and preliminary project costs before materials are removed from site.
17. The Contractor shall notify the County within three working days from date of pickup of any materials found to deviate from the original shipping documentation. Detailed documentation must be provided to the County before any price changes can be assessed on the material.
18. The Contractor shall provide the County with a completed invoice within fourteen (14) calendar days of material being transported off-site.
19. The Contractor shall provide the County with a monthly report of all electronic waste picked up from business and institutional customers within Seminole County. The report shall include, but is not limited to: name of customer, number and type of items picked up as specified in this agreement and estimated weight by type of item.
20. The Contractor shall erase all information from hard drives and related components prior to the item being sold for reuse utilizing technology that complies with current industry standards.
21. The Contractor must have the ability to document custody and control of the items provided for de-manufacture and must ensure item accountability until the items provided are either de-manufactured and sold or otherwise disposed of properly. Immediately upon discovery of theft, the contractor shall notify the County and all affected business and/or institutional customers.
22. The Contractor shall provide the County Project Manager or designee a copy of any regulatory notices or citations issued for any transfer, treatment, recycling or disposal facility that is or has been used for the management of Seminole County materials or waste within ten (10) working days of issuance by the regulatory agency.
23. The Contractor is responsible to ensure and document that all materials containing RCRA heavy metals or other regulated materials/wastes will be recycled/disposed of properly and not placed in landfills.
24. The Contractor is responsible to ensure and document that all mercury collected in Seminole County is recycled in a way that it is not released back into the environment. This includes mercury from fluorescent lamps and other mercury containing devices. For example, recycled mercury shall not be sold to any organization or business within the United States or outside the United States that uses this material in any mining operations.
25. The County will not be limited to the number of pick up requests made to the Contractor.
26. The Contractor shall maintain a Certificate of Public Convenience and Necessity (COPCN) issued by the Seminole County Board of County Commissioners through the Solid Waste Management Division during the life of the agreement. (See sample COPCN application in the RFP documents.)


27. The Contractor shall plan on conducting a minimum of twelve (12) VSQG/Business/Institutional Collection Events per fiscal year.
- a. The Contractor will provide a fully trained crew sufficient to adequately conduct the event including, removal of materials from vehicles and, if necessary, the handling of traffic control. The Contractor shall be able to provide labor for any event. The Contractor and the County shall agree to the actual staffing the Contractor will provide at least two (2) weeks prior to the event.
 - b. The Contractor shall provide all equipment and materials necessary for setting up and operating at the County's designated collection site. Depending on the size of the event, this may include, but is not limited to: portable tents capable of adequately sheltering Contractor and County personnel, shipping documents, tables, chairs, containers, packaging supplies, generators and loading equipment. The Contractor shall also provide all personal protective equipment (PPE) necessary to protect Contractor personnel and workers provided by the County. Contractor personnel and County workers must properly utilize safety equipment at all times when they are in the collection work area.
 - c. The Contractor must be set up and completely operational at least thirty (30) minutes prior to the event being open. The contractor shall maintain good housekeeping within the site throughout the event. The Contractor shall appropriately clean the site after every collection event.
 - d. If participation rates exceed the Contractor's capability to properly manage the collection event, the Contractor will mobilize additional personnel, equipment and materials, as required, at the request of the County.
 - e. The Contractor crew will include a Project Manager who must be on-site at all times during the operation of the event.
 - f. The Contractor shall be responsible for providing all services necessary to ensure the proper identification, collection, handling, consolidation, packaging, transportation, treatment, storage and recycling/disposal of electronics received from VSQG/Business/Institutional generators.
 - g. The Contractor shall charge VSQGs/Business/Institutional Generators within Seminole County in accordance with the agreement.
28. The Contractor shall be responsible for collecting the fees from VSQGs/business and institutional participants.
29. The failure of the County at any time to require performance by the Contractor of any provisions of this agreement shall in no way affect the right of the County thereafter to enforce same.
30. The Contractor shall maintain for the duration of this contract, a Large Quantity Handler of Universal Waste Batteries certification.
31. The Contractor shall maintain for the duration of this contract a Mercury-Containing Device Handler registration.
32. The Contractor shall provide documentation of end markets for equipment, recovered components and recovered materials. Documentation may be in the form of:
- a. Letters of agreements/contracts on subcontractor letterhead; or
 - b. Copies of agreements/contracts with scope of agreement, dates and signatures; or sworn affidavit from contractor on contractor letterhead.

The following is applicable ONLY if the Contractor is willing to conduct Mobile Collection Events:

33. The Contractor shall plan on conducting a minimum of one (1) off-site electronic waste Mobile Collection Event per County fiscal year (October 1 through September 30) and have the capability to conduct a minimum of five (5) additional electronic waste Mobile Collection Events per fiscal year.
34. The County will coordinate the schedule of Mobile Collection Events with the contractor so that the Contractor is aware of and agrees with the schedule at least four (4) calendar weeks prior to the event being held.
35. In the event that electronic waste must remain on-site overnight during any off-site Mobile Collection Event, the Contractor shall provide security personnel to ensure that the material is not disturbed or tampered with.

COUNTY'S RESPONSIBILITIES:

1. The County will segregate and store accepted items in containers at the CTS' HHW, as provided by the contractor, until picked by the Contractor.
2. The County will assist in loading the Contractor's truck(s) when picking up electronic waste at the CTS, if personnel and equipment are available.
Note: The Contractor's personnel are not allowed to operate the County's forklift or other County equipment.
3. The County reserves the right to modify, cancel or reduce the hours of operation of any scheduled collection event.
4. The County reserves the right to coordinate with other companies or organizations for the transportation, reuse, recycling and/or disposal of specific materials or wastes. Examples include, but are not limited to: electronics, fluorescent lamps, and other mercury containing devices, batteries, printer cartridges, solid waste (i.e., trash, litter) and other waste.
5. Other Household Hazardous Waste are not part of this contract.
6. The County, at its sole discretion, may schedule as many collection events as it needs, or no collection events at all if not needed.

SUBMIT PROPOSALS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	REQUEST FOR PROPOSALS (RFP) And Proposer Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	RFP-603499-19/BJC COLLECTION, DE-MANUFACTURING AND RECYCLING SERVICES FOR HOUSEHOLD END OF LIFE ELECTRONIC EQUIPMENT
<p align="center"> <u>PROPOSAL DUE DATE – May 29, 2019</u> <u>Time: 2:00 PM (Eastern Standard Time)</u> <u>Location of Public Opening:</u> Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771 </p>	
Proposer Name: A1 Assets, Inc.	Federal Employer ID Number: 20-8045297
Mailing Address: 2452 Lake Emma Rd. Suite 1010	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Orlando, FL 32746	
Type of Entity (Circle one) <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: <u>David Leavitt and</u> <u>Andrew Hoopper</u>	The undersigned Proposer hereby acknowledges receipt of Addenda Numbers <u>0</u> through <u>0</u> :  05/24/19 Authorized Signature (Manual) Date
Email Address: andrew@a1assets.com	Typed Name: Andrew Hoopper
Telephone Number: 407-339-7030	Title: President
Fax Number: 407-749-0787	Date: 05/24/19

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

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

Part - 4
Price Proposal

**RFP-603499-19/BJC – COLLECTION, DE-MANUFACTURING AND RECYCLING SERVICES
FOR HOUSEHOLD END OF LIFE ELECTRONIC EQUIPMENT**

Name of Proposer: A1 Assets, Inc.

Mailing Address: 2452 Lake Emma Rd. Suite 1010

City/State/Zip: Lake Mary FL 32746

Phone Number: (407) 339-7030 FAX Number: (407) 749-0787

E-Mail Address: andrew@a1assets.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. _____ through _____, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Proposer shall include all costs including, but not limited to general administrative overhead; fringe and benefits; profit; transportation of material to the project site; tools, equipment and related items; and all incidental necessary for the performance of the work.

Proposer must include all proposed fees and charges associated with the provision of the services outlined in this RFP.

ITEM	EST UNITS PER YEAR	PRICE/PAYMENT PROPOSED (Items in Parenthesis - Indicate Unit Prices to be Paid to County or Other Customer)		EXTENDED PRICE
Mobile Collection Event Fee* (Information Only - not part of evaluation)	1 Event	\$ 1,000.00		\$1,000.00
Sealed Lead-Acid Batteries (Information Only - not part of evaluation)	1000 Pounds	\$ _____/Pound	(\$ 0.00 /Pound)	(\$0.00)
Pallets with Miscellaneous Parts, Pieces and Components	1 Per Pallet	\$	(\$ 0.00)	(\$0.00)

ITEM	EST UNITS PER YEAR	Per Unit Price or (Payment) (Shall include all labor, packaging, material, transportation, de-manufacture, recycling and/or disposal) (Items in Parenthesis - Indicate Unit Prices to be Paid to County or Other Customer)		EXTENDED PRICE (To be paid to the County)
		Price (+)	Payment (-)	
Monitors-CRT	1,500	\$	(\$ 2.00)	(\$3,000.00)
Monitors-Flat Panel	500	\$	(\$ 2.00)	(\$1,000.00)
CPU's	1,500	\$	(\$ 15.00)	(\$22,500.00)
Laptops Computers	400	\$	(\$ 15.00)	(\$6,000.00)
Tablets	100	\$	(\$ 5.00)	(\$500.00)
Large computer peripherals (Desk top printers, scanners, copiers, fax machines, etc.)	1,700	\$	(\$ 0.00)	(\$0.00)
Small computer peripherals (Keyboards, mice, cables, game hardware, uninterruptible power supplies (UPS), external drives and modems, etc.)	12 (Gaylord Box Equals One [1] Unit)	\$ /Gaylord	(\$ 25.00 /Gaylord)	(\$300.00)
Wires/Cables Only	3	\$ /Gaylord	(\$ 25.00 /Gaylord)	(\$75.00)
Floor Model Copiers, Printers, etc. (From Businesses)	5	\$	(\$ 0.00)	(\$0.00)
Televisions-CRT	1,900	\$ 11.00	(\$)	\$20,900.00
Televisions-Flat Panel	100	\$ 11.00	(\$)	\$1,100.00
Video and audio equipment (Stereos, VCR's, DVD's, radios, tape players, speakers, camcorders, cameras, etc.)	500	\$	(\$ 0.00)	(\$0.00)
Telecommunications devices (desk phones, mobile phones, pagers, hand held devices, etc.)	500	\$	(\$ 0.00)	(\$0.00)
Circuit Boards - Price/Pound	800 Pounds	\$ /Pound	(\$ 0.00/Pound)	(\$0.00)
TOTAL				(\$11,375.00)

***Mobile Collection Event** – A collection event held off site of the CTS or other permanent, fixed SWMD facilities and lasting four hours or longer. Does not include business and institution collections scheduled at the CTS or other permanent, fixed SWMD facilities

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners

RELEASE ORDER

ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

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ORDER DATE

REQUISITION

REQUESTOR

VENDOR #

V
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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

ANALYST

EXHIBIT B

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

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

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at

is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes*.