TERM CONTRACT FOR CAULKING, COATINGS,
JOINT SEALANT, AND PRESSURE WASHING SERVICES
(IFB-604483-22/LNF)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **FLEETWASH, INC. d/b/a KRYSTAL KLEAN**, duly authorized to conduct business in the State of Florida, whose principal address is 26 Law Drive, Section E, Fairfield, New Jersey 07004, 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 E. 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 all supervision, labor, equipment, materials, tools, machinery, transportation, and incidentals necessary to provide caulking, coatings, joint sealant, and pressure washing services on an as-needed basis on County-owned properties for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, 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 on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

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) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Facilities Management Division
200 W. County Home Road
Sanford, FL 32773

(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.

(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. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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 under this Agreement 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 (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/Employer's 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 Worker's Compensation Act, Federal Employee's 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 Worker's 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:

$1,000,000.00 (Each Accident)
$1,000,000.00 (Disease-Policy Limit)
$1,000,000.00 (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:

Per Occurrence	$1,000,000.00
Personal & Advertising Injury Limit	$1,000,000.00
General Aggregate	$2,000,000.00
Products and Completed Operations	$2,000,000.00
Pollution Liability	
Per Occurrence	$1,000,000.00
General Liability	$2,000,000.00

(3) 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

(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.

(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 3.5541, "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 COUNTY 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, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. 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 the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these 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:

Seminole County Facilities Management Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Fleetwash, Inc. d/b/a Krystal Kleen
P.O. Box 1577
West Caldwell, NJ 07007-1577

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.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

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

ATTEST:

FLEETWASH, INC.
D/B/A KRYSTAL KLEEN

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
ANTHONY DIGIOVANNI, CEO

Date:_____

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

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 _____, 20___, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
GLK/pk
12/13/22 2/20/23
T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-604483 (Fleetwash).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Release Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

Part 1
Scope of Services
IFB-604483-22/LNF - Term Contract for
Caulking, Coatings, Joint Sealant, and Pressure Washing Services

PURPOSE. Qualified Contractor(s) shall furnish all supervision, labor, equipment, material, tools, machinery, transportation, and incidentals necessary to provide Caulking, Coatings, Joint Sealant, and Pressure Washing Services on an as-needed basis on County owned properties. **Qualified Contractors must bid on all the services requested herein**.

HOURS OF WORK.

Standard Hours: Standard working hours shall be from 7:00 am to 5:00 pm, Monday through Friday, excluding recognized Seminole County holidays. County does not pay for travel time.

Non-standard Hours: Non-standard working hours shall be from 5:01 pm to 6:59 am, Monday through Friday, weekends and approved work scheduled during holidays. After Hours Services shall be approved in advance, prior to work being performed.

GENERAL REQUIREMENTS.

A. CONTRACTOR is required to submit a written estimate to the COUNTY before work is authorized. Failure to do so will result in non-payment of unauthorized work.

PART I – CAULKING, COATINGS & JOINT SEALANT

1. GENERAL:

A. The Contractor shall furnish all supervision, labor, equipment, material, tools, machinery, transportation, incidentals, and services necessary to fully complete the project.

B. The Contractor shall coordinate all activities with the designated County representative.

C. The Contractor shall complete all work to the satisfaction of the designated County representative.

D. The Contractor shall not use County dumpsters, trash bins, or other County contracted services to dispose of the materials.

E. The Contractor shall arrange for a timely inspection of the completed project with the designated County representative.

F. The Contractor shall post all normal safety signs, necessary light, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.

G. The Contractor shall provide vehicles licensed for use on public streets and licensed in the State of Florida. Vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.

H. The Contractor's employees shall wear uniform shirts with identification name tags to include employee's name, company name and/or logo.

I. The Contractor shall assume all responsibility to ensure that all primers, caulking, patching, sealants are mutually compatible and comprise a system approved by the joint sealant product manufacturer. Product shall be applicable and compatible with the surfaces to be prepared and treated.

J. The Contractor shall be approved by the Joint Sealant System Manufacturer for installation of the approved products.

K. The Contractor shall provide MSDS data sheets for all applicable products.

L. The Contractor's equipment and application tools shall be in good and safe condition and suitable for the application for which it is being used.

M. The work may include removal of old caulking and backer rod, preparation, repair, installation of new backer rod, caulking, and sealing of substrates and joint systems to seal out rain/water, air, wind, vermin, heat, and cold at the designated location. Work to be performed on an as-needed basis and each Purchase Order will describe the specific work to be performed. Work may include but is not limited to:

I. Re-caulk all window and door perimeters joints.

II. Re-caulk all wall penetrations, expansion, and construction joints.

III. Re-caulk all exterior architectural enhancement/ornaments and building connections and expansion joints.

IV. Re-caulk all glass to metal and metal to metal at window systems and metal to concrete / stucco.

N. Water Repellant / Sealer: Protectosil Chem. – Trete 40 VOC, or equivalent.

2. QUALITY ASSURANCE.

A. All materials for application to surfaces shall be delivered to the site in their original, unopened containers with original labels.

B. Only products that are compatible with the manufacturer's specification shall be used.

C. Joint sealant and associated products shall comprise a complete system as provided by the manufacturer.

D. Contractor shall submit product manufacturer's data catalog cut and MSDS sheets for products used.

E. It shall be the Contractor's responsibility to provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

F. Applications and products used shall be made in strict conformance with the manufacturer's joint sealing system instruction on the labels and products data sheets.

G. Materials shall be kept at proper and uniform consistency.

H. There shall be no lead or mercury content in any materials applied to surfaces as part of this work.

I. Sealants used for crack repairs must be either silicone or silyl-terminated polyether. Color must match existing surfaces. Suggested Sealant – polyurethane, urethane, and silicone. Backing materials shall be compatible with the sealant.

J. Contractor shall not proceed with installation of joint sealants when ambient and substrate temperature and conditions are outside the limits permitted by joint sealant manufacturers and/or when joint substrates are wet.

K. Contractor must use joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

L. Joint Width Conditions: Contractor shall not proceed with installation of joint sealants where joint width is less than allowed by joint sealant manufacturer for application indicated.

M. Joint Substrate Conditions: Contractor shall not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

3. EXECUTION.

A. EXAMINATION:

I. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

II. Contractor shall thoroughly examine bid documents and shall thoroughly acquaint himself with the site and with the field conditions affecting the work. Contractor shall verify necessary dimensions and all information in

the field before starting the work. The Contractor shall take own field measurements and be responsible for the same.

III. Contractor shall verify conditions on the job so that all work will properly coordinate with and join any previously work.

B. REMOVAL OF JOINT SEALANTS:

I. Cut out joint sealant without altering the appearance of the structure including edges, face of building and without appreciably widening joint width.

II. Remove embedded dust and debris from joint faces.

C. SURFACE CLEANING OF JOINTS: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

I. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

II. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

1. Concrete.

2. Masonry.

3. Unglazed surfaces of ceramic tile.

4. Exterior insulation and finish systems.

III. Remove laitance and form-release agents from concrete.

IV. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

1. Metal.

2. Glass.

3. Porcelain enamel.

4. Glazed surfaces of ceramic tile.

V. **JOINT PRIMING**: Contractor must use material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined form preconstruction joint sealant substrate tests and field tests. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond. Contractor shall protect sills, ledges and projections from droppings and spillage to adjoining surfaces.

VI. **MASKING TAPE**: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

D. INSTALLATION OF JOINT SEALANTS:

I. **GENERAL:** Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

II. **SEALANT INSTALLATION STANDARD:** Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

III. Contractor shall provide sealant backings of materials and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joints fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

IV. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.

2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

V. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

VI. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. TOOLING OF NON-SAG SEALANTS:

I. Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.

2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.

5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193. Use masking tape to protect surfaces adjacent to recessed tooled joints.

F. ACOUSTICAL SEALANT INSTALLATION:

I. At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

G. FINISH:

I. Remove spots or defacement resulting from work. If spots or defacement cannot be satisfactorily removed and retouched, contractor shall re-finish the surfaces as directed by the County Project Manager.

4. SAFETY PRECAUTIONS:

A. Provide adequate barricades, railings, overhead protection, safety nets, etc., to safeguard the public and workmen from falling debris.

B. Sidewalks and paths shall be protected, kept free of obstructions, and maintained in a safe and satisfactory condition.

C. The Contractor shall provide barricades, erect, and maintain barricades, warning signs, flags, lights, as may be necessary to protect the work and safeguard the workmen and their general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.

D. The Contractor shall at all times guard against damage or loss to the property of the County, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Contractor(s) shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, Contractor shall provide for the prompt removal of all debris from County property. Seminole County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or their agents.

5. WARRANTY.

A. SPECIAL INSTALLER'S WARRANTY: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

I. WARRANTY PERIOD: Five years from date of Completion and acceptance.

B. SPECIAL MANUFACTURER'S WARRANTY: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

I. WARRANTY. The contractor agrees that, unless expressly stated otherwise in the bid response, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

I. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.

II. Disintegration of joint substrates from natural causes exceeding design specifications.

III. Mechanical damage caused by individuals, tools, or other outside agents.

IV. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART II - PRESSURE WASHING SERVICES

Contractor will provide all labor, supervision, equipment, coordination, transportation, clean up and incidentals necessary to provide all pressure washing on an as-needed basis.

1. PROCEDURES

A. All preparations and material applications shall be in strict accordance with the material manufacturer's directions/instructions. Materials shall be commercial products specifically manufactured for the task specified.

B. Contractor shall examine all surfaces prior to starting the job, and notify the Project Manager of any loose paint, damaged or rotten areas. Contractor shall not allow any solutions to get under doors or around windows.

C. Place barriers/traffic cones to delineate construction area and keep traffic out of the work area. Contractor is responsible to verify all vehicles are parked away from the work area.

D. Isolate dust and debris to work area. All adjacent plants, surfaces, equipment, etc. shall be protected from damage.

2. STAIN REMOVAL:

A. Examine surfaces and identify stains that are present. Remove all gum spots, tar spots, and bird droppings from surfaces.

B. Select commercially available stain remover, follow manufactures recommendation. A copy of the Material Safety Data Sheet shall be provided for each product used. The Contractor shall comply with all County, State and federal regulations in use, application and disposal of products used to perform this work.

C. All stains shall be removed including, but not limited to mold, mildew, rust /iron, oil, grease, tree leaves, cob webs, asphalt tar, paint, epoxy coating, caulking, mortar smears, tire skid marks, tobacco, moss, etc.

I. Care shall be taken not to discolor the color of any concrete, pavement, or other building finish material.

II. Care shall be taken not to damage the walls, ceiling, lights, and architectural enhancements/ornaments.

D. A commercial cleaning detergent shall be allowed to sit as specified by the material manufacturer and then removed with a high-pressure water sprayer. It may be necessary to apply full strength solution with chemical brush for difficult areas.

E. Remove mud nests, cobwebs and built-up residue/grime by brushing and low pressure washing.

F. All residues shall be removed from windows, and the windows shall be cleaned if Project Manager deems it necessary.

3. OVERALL CLEANING:

A. Overall cleaning shall start only after the removal of all stains.

B. Overall cleaning shall remove accumulated grime, dirt, and efflorescence.

C. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.

I. Application procedures shall be in accordance with the manufacturer's recommendations.

II. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.

D. Ensure any cleaning chemicals drain across pavement and not into grass of vegetation.

E. Ensure any cleaner residue is removed from low spots areas and that those low spots areas are cleaned thoroughly.

4. PRESSURE WASHING:

A. Contractor shall use pressure cleaning equipment/PSI/GPM specific for the job (stucco, wood, roof, glass, aluminum, etc.).

B. All chemicals used for the performance of this contract shall be approved "Green Seal" labeled or equivalent. Chemicals used shall be environmentally safe and non-toxic.

I. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.

1. Application procedures shall be in accordance with the manufacturer's recommendations.

2. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.

II. Chemical detergent used shall be removed with a high-pressure water sprayer ONLY.

1. The use of sandblasting, bead-blasting, or grinding shall not be allowed, unless specifically discussed and approved of by County project manager.

III. Ensure any cleaning chemicals drain across pavement and not into grass of vegetation.

IV. Ensure any cleaner residue is removed from low spots areas and that those low spots areas are cleaned thoroughly.

C. Contractor shall remove all equipment, surplus materials, and any other residue from premises.

D. **INSPECTIONS.** Upon completion of work, a visual inspection shall be made by the Contractor and the County's representative to ensure that work is acceptable. It is the Contractor's responsibility to arrange for a timely inspection with the County's representative. The Contractor shall re-do any work that is not satisfactory, at no additional charge to the County.

Note: A list of chemicals to be used shall be provided with the initial bid response. It is the contractors' responsibility to ensure that the County has received the latest version of any Material Safety Data Sheet (MSDS) required by 29 CFR 1910.1200 prior to the first contractor use or provision of any hazardous material. Also, at any time the content of an MSDS is revised, the contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material. All chemical containers and residual contained chemicals will be the responsibility of the awarded contractor. No chemicals of any type shall be disposed of at or on County property. The County water source at each facility may be utilized.

E. **WARRANTY.** The contractor agrees that, unless expressly stated otherwise in the bid response, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
RELEASE ORDER

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

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at 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) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

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

Rev. 10/2021

PRICE TABLES

CONTRACT PRICING

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder agrees to provide, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to complete the order in a workmanlike manner, all of the Work required in connection with the required services/commodities, all in strict conformity Bid Documents, including Addenda Nos. _____ through_____, on file at the Purchasing and Contracts Division for the amount hereinafter set forth. The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates. Costs shall be inclusive of all direct and indirect costs including but not limited to, labor, equipment, transportation, coordination, and incidentals necessary for the performance of the work specified in Bid documents. Materials (to be furnished by Contractor) shall be at Contractor's actual cost plus not to exceed 10% (ten percent). Evidence of actual cost is required. All rental equipment will be provided at cost to the County. Evidence of actual cost is required.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
1	Interior Architectural Sealants (Includes all required surface prep)	per S.F. per coat	1	$1.50	$1.50
2	Exterior Architectural Thin Film Sealants (Includes all required surface prep)	per S.F. per coat	1	$1.60	$1.60
3	Exterior Industrial High Build Sealants (Includes all required surface prep)	per S.F. per coat	1	$1.75	$1.75
4	Specialty Coating (includes all required surface prep)	per S.F. per coat	1	$1.95	$1.95

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
5	Frames Architectural Sealants (Includes all required surface prep)	per S.F. per coat	1	$1.70	$1.70
6	Doors Architectural Sealants (Includes all required surface prep)	per S.F. per coat	1	$1.70	$1.70
7	Caulking (Includes all required surface prep)	per L.F.	1	$12.00	$12.00
8	Join Sealants (includes associated packing materials)	per L.F.	1	$12.00	$12.00
9	Pressure Washing Services (includes all applicable cleaning agents)	per S.F.	1	$0.15	$0.15
10	Non-contract item standard working hours: Journeyman	per hour	1	$85.00	$85.00
11	Non-contract item standard working hours: Laborer	per hour	1	$65.00	$65.00
12	Non-contract item non-standard working hours: Journeyman	per hour	1	$95.00	$95.00
13	Non-contract item non-standard working hours: Laborer	per hour	1	$75.00	$75.00
TOTAL					$354.35