

CONTRACT #Y10-107-MA

This contract is made as of the 23rd day of September, 2009 by and between Orange County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the County, and **COASTAL COURIERS INC** organized under the laws of the State of Florida, hereinafter referred to as the Contractor.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

1. Contractor shall provide all labor, supervision, materials, supplies and equipment to perform Courier Services for the Central Lab. This contract establishes the scope of services, specifications and performance standards to be performed, as incorporated herein, and firm prices in accordance with the Contractor's quotation dated September 11th, 2009.

The annual price for these services is \$22,630.00. This is payable at a daily price of \$62.00 for 365 days.

2. Payment

Partial payment in the full amount of the value of satisfactory services performed may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted services will be accomplished by submission of an invoice in duplicate to:

Orange County Utilities Department/Water Division
Attn: Terry Mau
8100 Presidents Drive
Orlando, FL 32809
Phone (407) 836-6836

3. Price Adjustment

This contract includes a provision for twelve (12) month price adjustments. Written requests for price adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide increase to the Contractor. All price adjustments must be accepted, in writing, by the County's Purchasing and Contracts Division. Adjustments in price shall be accomplished by written amendment to this contract.

4. Contract Term

This contract shall commence on October 5th, 2009 and extend through October 4th, 2010. This contract may be renewed for two (2) additional twelve (12) month periods upon mutual consent of both parties. If such renewal results in changes to this contract, such changes shall be reduced to writing as an amendment to this contract. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

5. Contract Termination

A. Termination for Default:

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the vendor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option, a termination for convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

6. Changes

The County may at any time, by issuance of an executed amendment, make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e. hours of the day, days of the week, etc.)
- C. Place of performance of the services.

If additional work or other changes are required in the area described herein, a price proposal will be required from the contractor. Upon negotiation of the proposal, execution and receipt of the amendment, the contractor shall commence performance of the work specified.

The contractor shall not commencement of the performance of additional work or other changes not covered by this contract without an executed amendment issued by the Purchasing and Contracts Division. If the contractor performs additional work beyond the specific requirements of this contract without an executed amendment, it shall be a the contractor's risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed amendment.

7. Audit

The contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses, and costs incurred in performing the work for a least one (1) year after completion of this contract. The County shall have access to such books, records, subcontract, financial operations and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the contractor's place of business.

8. Compliance with Occupation Safety and Health

The contractor certifies that all material, equipment, etc. used in the performance of these services meet OSHA requirements. Contractor further certifies that if the material, equipment, etc. is subsequently found to be deficient in any OSHA requirements, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the contractor.

9. Protection of Property/Security

A. The contractor shall at all times guard against damage or loss to property of Orange County, or of other vendors of contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage property through negligence of the contractor or its agents.

B. The contractor shall at all times guard against injury to Orange County employees. The contractor must, at all times, comply with State of Florida and OSHA safety regulations.

10. Insurance Required

A. Before execution of the contract by the County and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

B. The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

C. Coverage Required:

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit.
 3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
 4. The "**Orange County Board of County Commissioners**" shall be specifically included as an additional insured on the general liability policy.
- D. All such insurance required of the vendor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County.
 - E. Any exceptions to the insurance requirements in this section must be approved in writing by the County.
 - F. Compliance with these insurance requirements shall not relieve or limit the vendor's liabilities and obligations under this contract. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the vendor's obligation to maintain such insurance.

11. Independent Contractor Relationship

The contractor is and shall be, in the performance of all work, services and activities under this contract, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in the respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The contractor does not have the power or authority to bind the County in any promise, agreement or representation other than as provided for in this agreement.

12. Indemnification for Tort Action/Limitations of Liability

The provisions of Florida Statute 768.28 applicable to Orange County, Florida applies in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

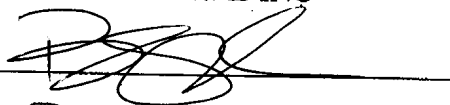
No officer, employee or agent of the County acting within the scope of his/her employment of function shall be held personally liable in tort or named as a defendant in action for in injury or damage suffered as a result of any acts, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wonton and willful disregard of human rights, safety, or property.

If there are claims or damages attributable to the negligence, errors or omissions of the contractor, its agents or employees while providing the services called for herein, it is understood and agreed that the contractor shall indemnify had hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, the contractor shall not be responsible for acts or omissions of the County, its agents or employees, or of third parties which result in bodily injury to persons or property damage.

IN WITNESS WHEREOF, the parties have executed this contract on the dates below:

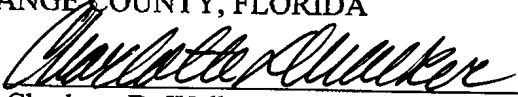
COASTAL COURIERS INC

By: 
BRUCE L. SCATTERGOOD
Typed Name

Title: DIVISION MGR

Date: 9-30-09

ORANGE COUNTY, FLORIDA

By: 
Charlotte D. Walker, CPPB,
Buyer Supervisor
Purchasing & Contracts Division

Date: 09/30/09

August 24, 2009
Board of County Commissioners
Orange County, Florida
RFQ NO. Y10-107 MA

Courier Services for the Central Lab

Request for Quote Due Date: September 11, 2009 at 5:00 P.M.

The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

- 1. Please disregard the following sentence found on page 16:
*All the sites will have the samples ready by 6:45 A.M.**
- 2. Only the original copy of the quote documents is necessary to be turned in.**
- 3. All other terms, conditions and specifications remain the same.**

If you have any further questions please contact me either by email at maria.alvarez@ocfl.net or by phone at 407-836-5869.

Thank you,

A handwritten signature in black ink, appearing to read 'Maria C. Alvarez', with a long horizontal flourish extending to the right.

Maria C. Alvarez
Buyer

ATTACHMENT A
Pick-Up/Delivery Locations
Existing Contract Terms & Conditions

Section A – Lab Sample Pick-Up and Delivery

1. 7 days/week

*a. 1621 S Alafaya Trail, 32828 - EWRF (pick up by 7:00 AM)

*b. 4760 Sand Lake Road, 32819 - SWRF Lab
(pick up by 7:30 AM)

*c. 701 McCormick Road, 32703- NWRF (pickup by 8:00 a.m.)
Samples are to be counted and verified against the Sample Chain of Custody, usually no more than 15 samples.

*d. 9124 Curry Ford Road – 32825 – Central Lab
(delivery by 9:00 AM every day no exceptions)

~~*All the sites will have the samples ready by 6:45 AM. There is no specific order for the pick up of the samples, but.~~ It is critical that the samples be at the Central Lab by 9:00 AM. Coolers picked up are returned on the next day run.

These are non-hazardous wastewater samples. The courier will be responsible for signing and delivering custody sheets for the samples.

REQUEST FOR QUOTATION # Y10-107-MA

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, is accepting quotations for:

COURIER SERVICES FOR THE CENTRAL LAB

Quotations for furnishing the above will be accepted up to **5:00 PM** (local time), **Friday, September 11, 2009**, in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

NOTICE TO QUOTER

To ensure that your quote is responsive, you are urged to request clarification or guidance on any issues involving this quotation before submission of your response. Your point-of-contact for this quotation is Maria Alvarez, Buyer at (407) 836-5869.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and quotation forms. The quotation page(s) are to be filled in, signed, and the entire document sealed in an envelope **bearing the quotation number** on the outside and mailed or presented to the Purchasing and Contracts Division on or before the specified time and date.

It is the sole responsibility of the quoter to ensure that his or her quotation reaches the Purchasing and Contracts Division on or before the closing date and time. The County shall in no way be responsible for delays caused by any occurrence. Offers by telephone, facsimile, or telegram shall not be accepted.

The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The quotation time must be and shall be scrupulously observed. Under no circumstances shall quotations delivered after the time specified be considered. Such quotations will be returned to the vendor unopened.

All quotations must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the quotation.

Quoters shall not be allowed to modify their quotations after the opening time and date. Quotation files may be examined during normal working hours, ten (10) days after quotation opening, by appointment.

For information concerning this quotation, please contact:

Orange County Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801
(407) 836-5635

(Please specify the quotation number for which you are inquiring)

2. FEDERAL AND STATE TAX

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful quoter. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County's Tax Exemption Number in securing such materials.

3. ACCEPTANCE/REJECTION

Orange County reserves the right to accept or to reject any or all quotations and to make the award to that quoter who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Orange County also reserves the right to reject the quote of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Orange County reserves the right to inspect all facilities of quoters in order to make a determination as to the foregoing. Orange County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-quote.

Award will be made to the lowest responsive and responsible quoter as determined by the County.

4. NO QUOTE

Where more than one item is listed, any items not quoted upon must be indicated "NO QUOTE". If no items are quoted on, the "Statement of No Quote" must be returned, with the envelope plainly marked "NO QUOTE" and with the quotation number. Failure to do so will be an indication that the quoter does not wish to be considered for future quotes.

5. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All quoters must disclose with their quote the name of any officer, director, or agent who is also an employee of Orange County. Further, all quoters must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the quoter's firm or any of its branches. Should the awarded quoter permanently or temporarily hire any County employee who is, or has been, directly involved with the quoter prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

6. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the quoter shall in no way be a cause for relief from responsibility.

1. Vendors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

2. Minority/Women Business Enterprises (M/WBE) indicates a business entity, which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Orange County for any terms and conditions not specifically stated in this Request for Quotation.

8. **MISTAKES**

In the event of extension error(s), the unit price will prevail and the quoter's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the quoter's total will be corrected accordingly. Quoters must check their quotation proposal where applicable. Failure to do so will be at the quoter's risk. Quotations having erasures or corrections must be initialed in ink by the Quoter. In addition to the above, and in cases where the number of line items exceed twenty-five (25), the County may use reasonable discretion to correct unit prices to the quoter's intended unit of measure and/or to correct an error in the placement of a decimal point.

9. **AVAILABILITY OF FUNDS**

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

10. **EEO STATEMENT**

Orange County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

11. **QUOTATION FORMS**

Quotations should be submitted on our standard Request for Quotation Form. Quotes received on other forms will be considered if all required information has been provided.

12. FLORIDA PREFERENCE

In the event this Invitation for Bid is to acquire personal property and the lowest responsive and responsible bid submitted in response to this invitation for bid, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statute 287.084.

13. RECIPROCAL IN-STATE PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bid is by a bidder whose principal place of business is in a County other than Orange County, and such County grants a bid preference for purchases to a bidder whose principal place of business is in such County, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the County in which the lowest responsive and responsible bidder has its principal place of business.

14. CONTRACTUAL AGREEMENT

This Request for Quotation shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), quote document and response. Any and all legal actions associated with this Request for Quotation and/or the resultant contract (purchase order) shall be held in Orange County with interpretation according to the laws of the State of Florida

15. SUBCONTRACTING

Quoter's subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

16. SUBMISSION OF QUOTATION

The quotation must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PURCHASING & CONTRACTS DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Quoters must indicate on the sealed envelope the following:

- A. Request for Quotation Number**
- B. Hour and Date of Opening**
- C. Name of Quoter**

Quotes received in the **PURCHASING AND CONTRACTS DIVISION** after the time and date specified, due to failure to identify the envelope with above information shall be rejected.

17. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

18. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective quoters who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Request for Quotation and prior to quote opening. Specifications, which are unrelated to performance, will be considered for deletion via addendum to this Request for Quotation.

19. VENDOR ASSISTANCE WITH SPECIFICATIONS

Any prospective quoter, which assisted the County in developing or writing, the specifications contained herein are requested to so note such on the quote proposal page of their quotation response.

20. PAYMENT TERMS/DISCOUNTS

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

21. PATENTS AND ROYALTIES

Unless otherwise provided, the quoter shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Request for Quotation.

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

22. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

23. CLARIFICATIONS

It is the quoter's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Request for Quotation. Lack of understanding and/or misinterpretation of any portions of this Request for Quotation shall not be cause for withdrawal of your quote after opening or for subsequent protest of award. Quoters must contact the Purchasing and Contracts Division, at the phone number on the quotation cover sheet or by fax at (407) 836-5899 or by mail **prior** to quotation opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

24. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this quote, the Quoter certifies, and in the case of a joint quote each party thereto certifies as to its own organization, that in connection with this procurement:

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

25. NO ASSIGNMENT OF CONTRACT

The vendor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the county, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

SPECIAL TERMS AND CONDITIONS

1. **AWARD**

Award shall be made on an "All-or-None Total Offer" basis.

2. **POST AWARD MEETING**

Within 5 days after receipt of notification of award of quotation, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

3. **PERFORMANCE**

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall as indicated on the Bid Proposal Form and Attachment A. Bids which fail to meet this requirement shall be rejected. Failure of the awarded vendor to meet this performance requirement may result in default, immediate cancellation of the release order or contract, and all other applicable remedies available to the County under State Law.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

If said vendor shall neglect, fail or refuse to provide the services within the time herein specified, then said vendor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bid is completed.

4. **TERMINATION**

A. Termination for Default:

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part if the (vendor/contractor/consultant) fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit

a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance.

In the event of termination by the County for any cause, the vendor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor shall:

- A. Stop work on the date and to the extent specified.
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- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience

1. The contract may be canceled by the (vendor/contractor/consultant), for good cause, upon ninety (90) days prior written notice.
2. The County retains the right to terminate the contract, without cause, upon thirty (30) days prior written notice.
3. In the event of termination by either party as provided herein, the (vendor/contractor/consultant) shall be paid for service performed and accepted through the date of termination.

5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this quotation must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

6. PAYMENT

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Utilities Dept Financial Services
8100 President Drive, 2nd Floor
Orlando, FL 32809
Phone (407) 836-6836

7. INSURANCE REQUIRED

- A. Before execution of the contract by the County and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:
1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
 2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
 3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

- B. The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.
- C. Coverage Required:
 - 1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
 - 2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit.
 - 3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
 - 4. The County shall be specifically included as an additional insured on the general liability policy.
- D. All such insurance required of the vendor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County.
- E. Any exceptions to the insurance requirements in this section must be approved in writing by the County.
- F. Compliance with these insurance requirements shall not relieve or limit the vendor's liabilities and obligations under this contract. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the vendor's obligation to maintain such insurance.

8. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bid shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for two (2) additional twelve (12) month periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiating County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the vendor for a lower unit price, which will be incorporated into the contract. Failure of the contractor to agree to a reduced unit price may result in the termination of the contract and resolicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the vendor within the time specified in the order. The contract shall govern the vendor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract’s performance period. In the event of termination by either party as provided herein, the awarded vendor shall be paid for service performed through the date of termination.

9. **PRICING**

The County requires a firm price for the entire contract period. Invoices will be reviewed to confirm compliance with quoted pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

10. **PRICE ADJUSTMENT**

Written request for price adjustments may be made every twelve (12) months, no less than 30 days prior to the requested effective date. **Price adjustments will be limited to the annual (December-December) change in the Consumer Price Index (CPI)- All Urban Consumers, Not Seasonally Adjusted, South Urban, All Items or a maximum increase of three percent (3%), whichever is smaller.** All price adjustments must be accepted by the Manager, Purchasing and Contracts Division. Adjustment in price shall be accomplished by written amendment to this contract.

11. **PRICING/AUDIT**

The awarded contractor shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and cost incurred in performing the work for at least one (1) year after completion of this contract. The County, including the Comptroller’s Office and/or its designees, shall have access to such books, records, subcontracts, financial operations, and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit during normal business hours at the contractor's local place of business. If records are unavailable locally, it shall be the contractor’s responsibility to insure that all required records are provided to the County at the contractor’s expense.

12. **CHANGES - SERVICE CONTRACTS**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal will be required from the contractor. Upon negotiation of the proposal, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Purchasing and Contracts Division. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

SPECIFICATIONS

I. Scope of Work:

- A. The successful vendor shall provide courier service that will carry samples packed in coolers, sample kits packet in coolers, small equipment instruments, and/or boxes to and from locations as directed by Orange County. The weight will normally not exceed fifty (50) pounds per package.
- B. The sample runs will require the courier to pick up samples from three different locations and deliver to a fourth location. **Samples are to be delivered to the lab before 9:00 A.M. every day no exceptions.**
- C. The successful vendor shall provide both the driver and the vehicle for the services and provide enough space for transporting the sample coolers.
- D. The successful vendor's staff must be uniformed/identifiable and carry identification on them at all times. Vehicles will be identified with company name.
- E. Prices quoted shall be the price to pick up and deliver samples. Many of the delivery items are time critical and as such the courier will be expected to meet the delivery time requirements. The vendor shall ensure compliance when specific pick up and/or delivery times are specified for various locations in Attachment A. Failure to do so may result in termination of the contract.
- F. The successful vendor shall obtain proof of delivery or written receipts (chain of custodies) at the time of delivery as required by Orange County. Original receipts, chain of custodies, shall be turned in to the requester at the time of delivery.
- G. **The successful vendor shall provide seven (7) day a week service capability 365 days a year including Holidays with no exceptions.**
- H. Price quoted on the Bid Proposal Form shall include all expenses of doing business. No additional charges will be allowed.

II. Owner's Designated Representative:

The owner's representative is Scott Rampenthal, Utilities Section Manager, The Orange County Utilities Division, Central Laboratory, 9124 Curry Ford Road, Orlando, Florida, at (407) 254-9552. After contract award, questions regarding these specifications should be directed to him.

III. Safety:

- A. All materials and performance of work shall meet all Federal, State and local safety laws currently in effect.
- B. Material Safety Data Sheets shall be submitted to the County's representative upon demand for all chemicals intended for use in the performance of these services. All chemicals shall carry an EPA approval number.
- C. Contractor and sub-contractors shall provide and ensure the wearing of necessary protective clothing, masks, eye protection, etc. as required by any applicable laws, regulations, ordinances, and/or manufacturer's instruction.

ATTACHMENT A
Pick-Up/Delivery Locations
Existing Contract Terms & Conditions

Section A – Lab Sample Pick-Up and Delivery

1. 7 days/week

- *a. 1621 S Alafaya Trail, 32828 - EWRF (pick up by 7:00 AM)
- *b. 4760 Sand Lake Road, 32819 - SWRF Lab
(pick up by 7:30 AM)
- *c. 701 McCormick Road, 32703- NWRF (pickup by 8:00 a.m.)
Samples are to be counted and verified against the Sample Chain of Custody, usually no more than 15 samples.
- *d. 9124 Curry Ford Road – 32825 – Central Lab
(delivery by 9:00 AM every day no exceptions)

*All the sites will have the samples ready by 6:45 AM. There is no specific order for the pick up of the samples, but it is critical that the samples be at the Central Lab by 9:00 AM. Coolers picked up are returned on the next day run.

These are non-hazardous wastewater samples. The courier will be responsible for signing and delivering custody sheets for the samples.

REQUEST FOR QUOTATION FORM
RFQ #Y10-107-MA

ITEM NO.	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE .</u>
1.	Lab Sample Pick-Up and Delivery (7 days/week)	365 days	<u>\$62.00</u> /day	<u>\$434.00</u> /week

TOTAL ESTIMATED BID YEARLY **\$22,630.00**

The County reserves the right to reject any bid, which is deemed insufficient for performance.

Inquiries regarding this Request for Quotation may be directed to Maria Alvarez, Buyer, at telephone number (407) 836-5869.

Coastal Courier, Inc.

Company Name

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL QUOTERS:

Company Name: Coastal Courier, Inc. (aka "CCI")

Address: 6959-I Stapoint Ct. Winter Park
(Street No. or P.O. Box Number) (Street Name) (City)
Orange FL 32792
(County) (State) (Zip Code)

Contact Person: Jeff Miller

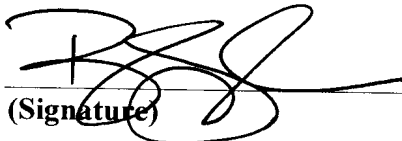
Phone Number: 407-679-6640

Fax Number: 407-679-2770

AUTHORIZED SIGNATORIES

The quoter represents that the following persons are authorized to sign contracts and related documents to which the quoter will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
<u>William Fite</u>	<u>CEO</u>	<u>(800) 476-5877</u>
<u>David E. Upchurch</u>	<u>COO/President</u>	<u>(800) 277-4823</u>
<u>Carol Cousins</u>	<u>Vice President</u>	<u>(800) 476-5877</u>
<u>Bruce L. Scattergood</u>	<u>Director-South Division</u>	<u>(407) 679-6640</u>


(Signature)

September 8, 2009
(Date)

Director – South Division
(Title)

The quoter/bidder/offeror shall complete and submit the following information with the quote, bid or proposal:

Type of Organization

Sole Proprietorship

Partnership

Joint Venture

Corporation

State of Incorporation: Alabama

SCHEDULE OF SUBCONTRACTING
RFQ NO.Y10-107-MA

As specified in Section 17 of this document, quoters are to present the details of subcontractor participation.

NAME OF SUBCONTRACTOR	ADDRESS	TYPE OF WORK TO BE PERFORMED
TASON COLE	6959-1 STAPPOINT CT WINTER PARK FL	COURIER FOR WATER SAMPLES
LEONARD COLE	6959-1 STAPPOINT CT WINTER PARK, FL	COURIER FOR WATER SAMPLES

(08/5/09)