





# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division  
2284 Miccosukee Road  
Tallahassee, Florida 32308

### Commissioners

BILL PROCTOR  
District 1

JANE G. SAULS  
District 2

JOHN DAILEY  
District 3

BRYAN DESLOGE  
District 4

BOB RACKLEFF  
District 5

CLIFF THAELL  
At-Large

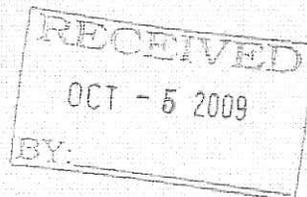
AKIN AKINYEMI  
At-Large

PARWEZ ALAM  
County Administrator

HERBERT W.A. THIELE  
County Attorney

September 30, 2009

Mr. Jeff Chambers  
CXT, Concrete Buildings, Inc.  
3808 N. Sullivan Road, Bldg 7  
Spokane, Washington 99216



RE: Award: Pre-Fabricated Concrete Flush Toilet Buildings, Continuing Services  
Bid Number: BC-07-16-09-51

Dear Mr. Chambers:

Please find enclosed your company copy of the fully executed agreement referenced above. Also, please take note that upon receipt of any additional required documentation and satisfaction of any other start-up requirements, the County Project Manager will provide you with a written Notice to Proceed giving further instruction on commencement of the project.

We appreciate your interest in serving the citizens of Leon County through these contractual services. If I or my staff can be of further assistance, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Keith M. Roberts".

Keith M. Roberts  
Purchasing Director

enclosure

LEON COUNTY  
CONTRACT ROUTING SLIP

A09-0772

Original  
 Renewal  
 Amendment( # )

County Contract No. 3368

Division Contact: PAT PLOCEK Phone # 606-1475

Department/Division: PARKS & REC

Contractor: CXT, INC.

Address: 3808 N. Sullivan Rd

City, State, Zip: Spokane, WA 99216

RECEIVED  
 09 SEP 21 PM 4:15  
 COUNTY ATTORNEY'S OFFICE

Contract Period: From October 1, 2009 To September 30, 2012

Renewal Periods: Number 2 Term one yr

Contract Total \$ Amount: \_\_\_\_\_ or check if  Unit Price Agreement

<u>Contract Type:</u>	<u>Procurement Method:</u>	<u>Forms Required:</u>
<input type="checkbox"/> Conservation Easement	<input checked="" type="checkbox"/> Bid*	<input checked="" type="checkbox"/> Public Entity Crimes Statement
<input type="checkbox"/> Construction	<input type="checkbox"/> RFP*	<input type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Continuing Supply	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Materials & Payment Bond
<input type="checkbox"/> Deed	<input type="checkbox"/> Gov't Entity	<input type="checkbox"/> Warranty Bond
<input type="checkbox"/> Interlocal Agreement	<input type="checkbox"/> Other (Explain Below)	<input checked="" type="checkbox"/> Certification Regarding Debarment
<input type="checkbox"/> Grant		
<input type="checkbox"/> Lease	<u>Insurance Certificates:</u>	*Bid/RFP # <u>BC-07-16-09-51</u>
<input type="checkbox"/> Other Services	<input checked="" type="checkbox"/> General Liability	Awarded by:
<input type="checkbox"/> Performance Agreement	<input type="checkbox"/> Professional Liability	<input type="checkbox"/> Purchasing Director
<input type="checkbox"/> Professional Services	<input checked="" type="checkbox"/> Workers' Compensation	<input type="checkbox"/> County Administrator
<input type="checkbox"/> Purchase	<input type="checkbox"/> Errors & Omissions	<input checked="" type="checkbox"/> Board of County Commissioners
<input type="checkbox"/> Other (Explain below)	<input checked="" type="checkbox"/> Automobile Coverage	Agenda Date <u>September 8, 2009</u>
		Agenda Item # <u>13</u>

Comments: \_\_\_\_\_

**Routing:**

Required	Initials	Date	Originating Division
<input checked="" type="checkbox"/>	<i>[Signature]</i>	9/21	Purchasing
<input checked="" type="checkbox"/>	<i>[Signature]</i>	9/22/09	County Attorney's Office
<input checked="" type="checkbox"/>			County Administrator's Office
<input type="checkbox"/>			Chairman, BCC
<input checked="" type="checkbox"/>	<i>cpf</i>	9/24/09	Clerk's Office (Finance)

Return completed documents to: Purchasing

RECEIVED  
 09 SEP 23 PM 3:36  
 CLERK CIRCUIT COURT

Be sure to return and file a fully executed agreement with the Finance Division

**LEON COUNTY PURCHASING DIVISION, BID TABULATION SHEET**  
 BC-07-16-09-51

**Id: Pre-Fabricated Concrete Flush Toilet Buildings**  
**Opening: Thursday, July 16, 2009 at 2:00 PM**

Item/Vendor	CXT, Inc.	Public Restroom Co.	
Manual Signature	yes	yes	
Tie Bid Statement	yes	yes	
Affidavit Immigration	yes	yes	
Non-Collusion	yes	yes	
Contractor Business	yes	yes	
Insurance certification	yes	yes	
Debarment	yes	yes	
Item #1	\$ 40,946.91	<del>\$ 79,586.00</del>	CORTEZ
Item #2	122,990.61	<del>106,090.00</del>	ARAPAHOE STORAGE
Item #3	126,075.15	<del>213,414.00</del>	ARAPAHOE
Item #4	114,089.16	<del>141,259.00</del>	MONTROSE
Item #5	121,223.03	<del>142,950.00</del>	MONTROSE SCREEN
Item #8	131,090.52	<del>147,033.00</del>	MONTROSE PORCH
Item #7	147,333.70	<del>123,263.00</del>	NOVAJO
Item #8	52,264.00	<del>35,257.00</del>	STORAGE SECTION
Item #9	188,167.42	<del>184,998.00</del>	MALIBU
Item #10	137,667.34	<del>166,811.00</del>	TAOS
Item #11	205,435.55	<del>213,103.00</del>	SANTIAGO
Item #12	50,883.65	<del>8,430.00</del>	PORCH SECTION
Item #13	207,114.03	<del>208,475.00</del>	POMONA
Item #14	213,199.71	<del>244,765.00</del>	CHEYENNE
Alternate A			
Alternate B			
No Bid Statement			

Tabulated By:   
 \_\_\_\_\_  
 Joanne Jennings  
 \_\_\_\_\_



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

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County Attorney

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**  
**Location: 2284 Miccosukee Road, Tallahassee, Florida 32308**

### INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No: BC-07-16-09-51  
Board of County Commissioners  
Leon County Purchasing Division  
2284 Miccosukee Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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PURPOSE:

Leon County is seeking the services of a qualified contractor to provide Prefabricated Concrete Flush Toilet Buildings, on a Continuing Supply basis. Pre-fabricated buildings shall be constructed according to the plans and specification supplied, no substitutes, equals, or alternates shall be allowed. Pre-fabricated buildings shall be placed on owner's site as outlined in paragraph 9.0, B, of the attached specifications.

As a convenience to our customers, Plans and specifications may be reviewed on the County internet site at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>

The finished products shall be, in place, fully functional, complete, turn-key buildings in one of the configurations contained in the specifications. There are 14 different configurations listed and all are FOB installed on owner's site. However, Leon County reserves the right to negotiate with the successful bidder for alternate design specification, or configurations not specifically listed for Flush Toilet buildings.

X With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

The Agreement resulting from this solicitation is anticipated to be for a period of three (3) years, commencing approximately on August 1, 2009, and shall continue until July 31, 2012. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, an annual price increase may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve month period reported at the time of request. In the event of an extraordinary factor (such an increase in the federal minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All price increases shall be at the sole discretion of the County.

QUESTIONS:

The last day to submit questions for clarifications is Wednesday, July 8, 2009.

BID DEADLINE:

Bid must be submitted no later than July 16, 2009 at 2:00 PM.

OFFEROR REGISTRATION:

Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Offerors. Also, Offerors should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

## AGREEMENT

THIS AGREEMENT dated this 8th day of September, 2009, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and CXT, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply in accordance with the plans and specifications for Leon County Bid# BC-07-16-09-51, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully setout herein, but only to the extent it is not inconsistent with the Agreement..

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The Agreement shall be for a period of three (3) years, commencing on October 1, 2009, and shall continue until September 30, 2012. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY  
BC-07-16-09-51**

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY  
BC-07-16-09-51**

insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The County shall pay for all necessary permits as required by law.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY  
BC-07-16-09-51**

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

**12. AUDITS, RECORDS, AND RECORDS RETENTION**

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**13. MONITORING**

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY  
BC-07-16-09-51**

14. FINAL INSPECTION

The Contractor shall maintain all work in first-class condition until it has been completed as a whole and been accepted by Leon County. Upon seven (7) days notice from the Contractor of completion of this project, the Director of Engineering Services will set up a semi-final inspection with the Contractor, the Chief of Construction Management, the Chief of Engineering, the Project Engineer, and himself.

If, at the semi-final inspection, all construction provided for and contemplated by the Agreement is found completed to the County's satisfaction, such inspection shall constitute the final inspection. If, however, at any semi-final inspection any work is found unsatisfactory, in whole or in part, the Contractor shall be given the necessary instructions as to the replacement of material and performance or re-performance, of work necessary and prerequisite as to final completion and acceptance, and the Contractor forthwith shall comply and execute such instructions. When all materials have been furnished, all work performed and all construction contemplated by the Agreement satisfactorily completed, a written notice of final acceptance will be given to the Contractor.

15. GUARANTEE OF WORK

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance in writing by the Director of Parks & Recreation. No express warranty or guarantee contained herein shall in any way limit, avoid, displace, or modify any implied warranties or guarantees owed by the Contractor to the County.

If within the guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Director of Parks & Recreation is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, or inferior, or not in accordance with the terms of the Agreement, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

- a. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein.
- b. Make good all damage to the structure or site, or equipment or contents thereof, which in the opinion of the Director of Parks & Recreation is a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement.
- c. Make good any work or materials, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

In any case where, in fulfilling the requirements of the Agreement or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under Agreement, he shall restore such disturbed work to conditions satisfactory to the Director of Parks & Recreation and guarantee such restored work to the same extent as it was guaranteed under the original Agreement.

If the Contractor, after notice, fails to proceed within ten (10) working days to comply with the terms of the guarantee, the County may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

All special guarantees applicable to definite parts of the work which may be stipulated in the specifications or other papers forming a part of the Agreement shall be subject to the terms of this paragraph during the first two (2) years of the life of such special guarantee. The Contractor

**AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY  
BC-07-16-09-51**

hereby understands and agrees that none of the guaranties or warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the County can bring an action in law or equity against the Contractor for breach of this Agreement. The Contractor further agrees that the limitations period for any action in law or equity which the County might bring against the Contractor for breach of this Agreement shall not begin to run until the time at which the breach is actually discovered by the County.

16. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

17. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

18. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

19. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

20. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

21. CONSTRUCTION

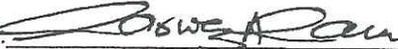
The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

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AGREEMENT BETWEEN LEON COUNTY AND PUBLIC RESTROOM COMPANY  
BC-07-16-09-51

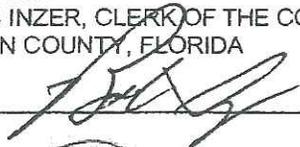
LEON COUNTY, FLORIDA

BY:   
Parwez Alam  
County Administrator

DATE: 9-23-09



ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: 

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEYS OFFICE

By:   
Herbert W.A. Thiele, Esq.  
County Attorney

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**  
**Location: 2284 Miccosukee Road, Tallahassee, Florida 32308**

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Leon County Purchasing Division  
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3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.**

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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PURPOSE:

Leon County is seeking the services of a qualified contractor to provide Prefabricated Concrete Flush Toilet Buildings, on a Continuing Supply basis. Pre-fabricated buildings shall be constructed according to the plans and specification supplied, no substitutes, equals, or alternates shall be allowed. Pre-fabricated buildings shall be placed on owner's site as outlined in paragraph 9.0, B, of the attached specifications.

As a convenience to our customers, Plans and specifications may be reviewed on the County internet site at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>

The finished products shall be, in place, fully functional, complete, turn-key buildings in one of the configurations contained in the specifications. There are 14 different configurations listed and all are FOB installed on owner's site. However, Leon County reserves the right to negotiate with the successful bidder for alternate design specification, or configurations not specifically listed for Flush Toilet buildings.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

The Agreement resulting from this solicitation is anticipated to be for a period of three (3) years, commencing approximately on August 1, 2009, and shall continue until July 31, 2012. After the initial three (3) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the discretion of the County, an annual price increase may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve month period reported at the time of request. In the event of an extraordinary factor (such an increase in the federal minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. All price increases shall be at the sole discretion of the County.

QUESTIONS:

The last day to submit questions for clarifications is Wednesday, July 8, 2009.

BID DEADLINE:

Bid must be submitted no later than July 16, 2009 at 2:00 PM.

OFFEROR REGISTRATION:

Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Offerors. Also, Offerors should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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document(s). Failure to register as a prospective Offeror through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

**BID INFORMATION AND CLARIFICATION:**

Questions pertaining to bid procedures or regarding the specifications should be addressed to Keith Roberts or Don Tobin, phone(850) 606-1600; fax (850) 606-1601; E-mail [robertsk@leoncountyfl.gov](mailto:robertsk@leoncountyfl.gov) or [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). Written inquiries are preferred.

Each Vendor shall examine the Bidding Documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

**PROHIBITED COMMUNICATIONS**

Any Form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

*For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.*

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

PLANHOLDERS

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/purchasing/addenda/index.asp>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM:

A Minority and Women Business Enterprise target is not associated with this proposal due to a lack of availability of certified MWBE's in Leon, Gadsden, Jefferson or Wakulla counties, or the MWBE target for this category has currently been achieved by Leon County.

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**

**Bid No: BC-07-16-09-51**

**Opening Date: Thursday, July 16, 2009**

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1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
2. Establish targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
3. Provide increased levels of information and assistance available to MBE's and WBE's businesses.
4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's; please contact Iranetta Burnett, MWSBE Director, at 2284 Miccosukee Road, Tallahassee, FL 32308, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail [burnetti@leoncountyfl.gov](mailto:burnetti@leoncountyfl.gov).

**OCCUPATIONAL LICENSES AND REGISTRATIONS:**

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

**LOCAL PREFERENCE IN PURCHASING AND CONTRACTING**

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**

**Bid No: BC-07-16-09-51**

**Opening Date: Thursday, July 16, 2009**

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b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:
  - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

**PAYMENT:**

The County shall make payment to the Contractor within thirty (30) days of receipt and approval of invoices. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

**STATUS**

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

**INSURANCE:**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**

**Bid No: BC-07-16-09-51**

**Opening Date: Thursday, July 16, 2009**

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Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions  

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
    1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
    2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**

**Bid No: BC-07-16-09-51**

**Opening Date: Thursday, July 16, 2009**

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4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**REJECTION OF BIDS:**

The Owner reserves the right to reject any and/or all bids when such rejection is in the best interest of the Owner.

**RECEIPT AND OPENING OF BIDS:**

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS:

The bid/proposal will be awarded as soon as possible to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this invitation to bid. The County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov). A vendor may request, in their bid submittal, a copy of the bid tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The vendor will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**

**Bid No: BC-07-16-09-51**

**Opening Date: Thursday, July 16, 2009**

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5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

#### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

#### BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

PENALTIES:

*BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**

**Bid No: BC-07-16-09-51**

**Opening Date: Thursday, July 16, 2009**

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WARRANTIES:

Bidder will warrant title to all goods sold and such warranty may not:

1. Be for a period less than five (5) years.
2. Limit the County's remedies under Chapter 672, Florida Statutes;
3. Exclude or modify a warranty of merchantability as provided for in Section 672.314, Florida Statutes;  
or
4. Exclude or modify a warranty of fitness as provided for in Section 672.315, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Affidavit Immigration Laws
- \_\_\_\_\_ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Contractor's Business Information Form
- \_\_\_\_\_ Non Collusion Affidavit
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Applicable Licenses/Registrations

**Bid Title: Prefabricated Concrete Flush Toilet Buildings, Continuing Supply**  
**Bid No: BC-07-16-09-51**  
**Opening Date: Thursday, July 16, 2009**

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**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts  
Purchasing Director

Bryan Desloge  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY \_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

**E-Verify Vendor/Contractor/Subcontractor Certification**

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

**CERTIFICATION**  
(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: CXT Incorporated  
Authorized signature: David Steiger  
Printed name & Title: DAVID STEIGER VP / GM CXT BUILDINGS  
Address: 3808 N. Sullivan, Bldg 7 Spawnc, WA 99216  
Date: 11-15-12  
Telephone Number: 509 - 892 - 3240  
E-mail address: jalexander@bjoester.com

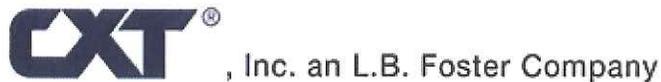
Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at (352)-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.

Quote #: JCHA401HEH-1



**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216

**To: Sumter County Parks & Recreation**

319 E Anderson Ave  
Bushnell, FL 33513  
USA

**Attention:** Bruce Root  
**Phone:** (352) 793-0240  
**Fax:** (352) 793-0247

**Phone:** (800) 696-5766  
**Fax:** (509) 928-8220  
**t** 11/01/2012

**Re:** Leon County Contract Terms & Conditions apply.

Our quotation for the Denali Flush Building building is as follows:

Denali double flush toilet building with standard simulated cedar shake roof and board and batt with napa valley rock wall texture, two tone color, three 16-guage galvanized steel doors and frames, vitreous china plumbing fixtures (2-lavatories, 2-water closets), two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, ADA drinking fountain, Solar to run lights and septic pump (motion controlled interior lights and photo cell controlled exterior lights).

Per Building

\$59,403.06

\_\_\_\_\_  
\$59,403.06

**FOB:** Freight FOB Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in Sumter County, FL area. PE Stamped drawings not included.

**Terms:** Net 30 with Credit Approval.

**Shipment:** Within 90 Days ARO,

**Notes:** Sales tax not included  
Number of Units: \_\_\_\_

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Jeff Chambers  
JChambers@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

## CONDITIONS OF SALE

1. Taxes  
Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms  
Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quotation Term  
This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings  
Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.
5. Delivery  
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of ½% of contract price per month or part of any month will be charged.
6. Fuel Costs  
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
  - A. Stake exact location building is to be set, including orientation.
  - B. Provide clear and level site, free of overhead and/or underground obstructions.
  - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
  - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
  - E. Customer is responsible for all permits required.
8. Access to Site  
Delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT will negotiate extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.  
  
To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired in order to successfully offload the facility safely and efficiently.
9. Installation
  - A. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer. This work must be approved by Customer Field Representative by signing the Additional Work Required section on the Building Acceptance Form.
  - B. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto

the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable).

- C. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a **refundable deposit of \$1,000.00** payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. *CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.*

#### 10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site.

If you ordered a(n)....

**Cascadian/Rocky Mountain** - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

**Gunnison** - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

**Tioga Special** - Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

**Dbl Cascadian/Dbl Rocky Mountain** - Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

**Cortez/Ozark I/Teton/Pioneer** - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

#### **Large Flush, Sectional, or Custom Bldgs -**

**(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/Pomona/Navajo/Malibu/Kodiak/Fontana/Diablo/Denali)**

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6 "). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

**Schweitzer/Mendocino** - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

- 1) Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;
- 2) To any goods which have been subject to misuse, negligence, acts of God, or accidents;
- 3) To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be

Quote #: JCHA401HEH-1

liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.