



**REQUEST FOR QUOTES  
Pest Control Services  
Quote #: 15-91059-01**

The City of Plant City requests a quote for Pest Control Services at various City locations to eliminate or reduce pest population in and around City buildings. This contract is scheduled to start on June 1, 2015 and will terminate on May 31, 2016. Contract extensions may be approved by mutual agreement for three additional one-year periods under the same terms and conditions.

Please submit your quote via e-mail to Joe Benjamin, Purchasing Manager at [jbenjamin@plantcitygov.com](mailto:jbenjamin@plantcitygov.com) **April 29, 2015 not later than 2:00 p.m.** If you have any questions or concerns please contact Joe Benjamin at [jbenjamin@plantcitygov.com](mailto:jbenjamin@plantcitygov.com).

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone #: \_\_\_\_\_ E-mail \_\_\_\_\_

The City reserves the right to waive technicalities and informalities in any quote, reject any or all quotes, and to accept any quote that in its judgment will be in the best interest of the City.

The Contract attached hereto is a draft of the Contract required by the City to award the project described in this quote opportunity. It is the Bidder's responsibility to review and understand the Contract. If the Bidder requires any modifications or additional terms and conditions to the Contract, the Bidder shall detail the desired changes on a separate page clearly titled "Additional Terms/Modifications". That page then must be attached to the bid response form and submitted as part of the bidder's proposal. **Contract modification requests after the Bidders quote has been submitted shall not be considered.**

The City has adopted a local preference policy (Section 2-151 Plant City Code). The local preference policy provides qualifying vendors with an amount not to exceed 1.5 percent of the lowest quote, provided that the cost differential from the lowest quote shall not exceed \$2,500. Non-qualifying vendors will not receive the 1.5 percent. Qualifying vendors are those businesses that have paid their applicable business tax, are authorized to engage in the particular trade or business at issue, and have a physical office with full time employees within the city limits of Plant City for at least six months prior to the issuance of this quote. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical business address. In order to be eligible for local preference, the local business must provide at the time of submittal a copy of the receipt of payment of their business tax.

Bidders must accurately and completely fill-in the all required bid forms included in this packet. Bidder shall submit all documents listed in this Request for Quote. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid

Joe Benjamin, CPPO, CPPB, FCCM  
Purchasing Manager

**QUOTE FORM**  
**Quote #: 15-91059-01**  
**PEST CONTROL SERVICES**

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Fire Station No. 1	11,728	Pest	6/1/2015		\$
Fire Station No. 2	7,336	Pest	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Police Station	60,000	Pest	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Streets, Storm Water, Traffic Bldg. #1	6,250	Pest	6/1/2015		\$
Storm Water Break Room	1,120	Pest	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Utility Operations	3,000	Pest/Rodent	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Water Resource Management Offices	2,875	Pest	6/1/2015		\$
Break Room	1,575	Pest/Rodent	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Library	19,465	Pest	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Utilities Maintenance Shop	6,250	Pest/Rodent	6/1/2015		\$
Utilities Maintenance Warehouse	8,764	Pest/Rodent	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Public Works	12,200	Pest/Rodent	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
1914 Building	46,830	Pest	6/1/2015		\$
1914 Building	46,830	Rodent	6/1/2015		\$
City Hall	41,769	Pest	6/1/2015		\$
General Services Fleet	40,000	Pest/Rodent	6/1/2015		\$
Tourist Information Center	1,500	Pest	6/1/2015		\$
Archives	10,000	Pest/Rodent	6/1/2015		\$
<b>Total</b>					

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Otis M. Andrews Concession	1,600	Pest/Rodent	6/1/2015		\$
Otis M. Andrews Concession	900	Pest/Rodent	6/1/2015		\$
MLK Rec. Center	8,100	Pest/Rodent	6/1/2015		\$
Planteen Rec. Center	8,000	Pest/Rodent	6/1/2015		\$
Winter Visitor Center	4,100	Pest/Rodent	6/1/2015		\$
<b>Total</b>					\$

BUILDING	SQUARE FOOTAGE	TYPE OF SERVICE	START DATE	SERVICE SCHEDULE	ANNUAL COST
Cemetery Office	2,500	Pest	6/1/2015		\$
Parks/Rec. Admin Office	10,541	Pest/Rodent	6/1/2015		\$
Mike Sansone Park Office	4,000	Pest	6/1/2015		\$
Parks Maint. Building	4 Bays 2,500 each	Pest/Rodent	6/1/2015		\$
Stadium Maint. Building	3,750	Pest/Rodent	6/1/2015		\$
Stadium Locker Rm.	2,365	Pest/Rodent	6/1/2015		\$
Stadium Main Concession	2,960	Pest/Rodent	6/1/2015		\$
Stadium Press Box	3,024	Pest/Rodent	6/1/2015		\$
<b>Total</b>					\$
<b>GRAND TOTAL FOR ALL LOCATIONS</b>					\$

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Exhibit A

### **Locations for Service**

#### **Fire Station No. 1**

Address: 604 E. Alexander St.

#### **Fire Station No. 2**

Address: 801 N. Alexander St.

#### **City Hall**

Address: 302 W. Reynolds St.

#### **1914 High School**

Address: 605 N. Collins St.

#### **General Services**

##### **Administration Offices**

Address: 2414 Police Center Dr.

#### **Tourist Information Center**

Address: 1702 Park Rd.

#### **Train Depot**

Address: 104 N. Palmer St.

#### **Bruton Memorial Library**

Address: 302 Mc Clendon St.

#### **Police Dept.**

Address: 2412 Police Center Dr.

#### **Recreation and Parks**

##### **Administration Offices**

Address: 1904 S. Park Rd.

#### **Cemetery Office**

Address: 109 W. Spencer St.

#### **Dr. Martin Luther King Jr. Recreation Center**

Address: 1601 E. MLK Jr. Blvd.

#### **Mike Sansone Park Office**

Address: 2502 E. Sansone Blvd

#### **Otis M. Andrews East Concession Stand**

Address: 2402 E. Cherry St.

#### **Otis M. Andrews West Concession Stand**

Address: 2602 E. Cherry St.

#### **Planteen Recreation Center**

Address: 301 Dort St.

**Winter Visitor's Center**

Address: 403 Dort St.

**Public Works**

**Administration Offices**

Address: 1802 W. Spooner Dr.

**Streets, Storm Water and Traffic**

**Administration Offices and Bldg. #2**

Address: 1308 W. Spencer St.

**Utilities Maintenance Warehouse**

Address: 1804 W. Spooner Dr.

**Utilities Maintenance Shop**

Address: 902 N. Mobley.

**Utilities Operations**

**Administration Offices**

Address: 1500 W. Victoria St.

**Water Resource Management**

**Administration Offices and Break Room**

Address: 705 N. Alexander St.

**Parks Maintenance Building (Stadium)**

Address: 1710 E. Park Rd.

**Stadium Maintenance Building**

Address: 1808 E. Park Rd.

**Plant City Stadium**

Address: 1810 E. Park Rd.

## Exhibit B

### SCOPE OF WORK

The City of Plant City is soliciting quotes Pest Control Services from a licensed pest control provider to eliminate or reduce pest population in and around City buildings by use of registered and approved insecticides, pesticides, and/or devices. The contractor shall provide all service, labor, materials and equipment required for preventative pest control services in several City of Plant City buildings. Services shall include the extermination/removal of flying or crawling insects, rodents, reptiles, or other nuisance such as cockroaches, fire ants, moths, spiders, bees, wasps, hornets, or other pests. Treatments shall consist of a minimum four (4) treatments per year for each location. If chemical manufacturer's treatment recommendations differ recommendations should be listed in quote.

The pricing and services shall apply to all departments of the City of Plant City.

### SPRAYING

1. Treatment will not only include "perimeter" spraying of floors and walls, but upon request thoroughly service all counters, drawers, cabinets, shelves, etc. "Perimeter" as related to interior treatment shall be defined as the outer limits of each interior area, i.e.: rooms, closets, corridors, hallways, etc. Full cooperation will be given to the technician(s) in gaining access to all locations for treatment providing that the treatment schedule is adhered to and/or adequate advance notice of schedule changes is given to the General Services Superintendent. Any chemical treatment will be legally applied and provide total crack to crevice protection.
2. Special care is to be taken in kitchen/lounge areas, storage rooms, janitorial closets, garbage/trash rooms and other areas likely to be problem sites.
3. Service treatment is to be accomplished in a thorough and professional manner, fully covering all areas normally included in providing effective and preventative pest control, including building exteriors, in order to minimize callbacks. Technicians are to comply with contractual pest control service procedures.

### CHEMICALS

1. Chemicals used shall conform to all laws, rules and regulations set forth by Federal, State and local governments. List the chemicals you intend to use for Pest Control Services.
2. Chemicals for use within facilities shall not stain baseboards, walls, furniture or equipment. A clear chemical (Deamon EC or equivalent) shall be used to prevent the residue staining of dark baseboards.
3. No pesticide is to be diluted/mixed on City property, except in or at the contractor's service vehicle.
4. The contractor is to provide Material Safety Data Sheets (MSDS) to the General Services Superintendent for all chemicals to be used on this contract prior to their use. The technician must have in their possession and available for review by any building users the Material Safety Data Sheets (MSDS) for any and all chemicals being used to treat City facilities.

### PESTICIDES

1. The contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Transportation, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.
2. The contractor shall adhere to the following rules for pesticide use:

- A. Approved products: The contractor shall not apply any pesticide product that has not been included in the Pest Control Plan.
  - B. Pesticide Storage: The contractor shall not store any pesticide product in the buildings specified in this contract.
3. Minimization of Risk: When pesticide use is necessary, the contractor shall employ the least hazardous material. Use the most precise application technique and minimum quantity of pesticide necessary to achieve control.

## INSECT CONTROL

1. The contractor shall use non-pesticide methods of control whenever possible.

For example:

- A. Portable vacuums or brooms rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and controls of spiders and webs.
- B. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- C. All non-emergency call-back service treatments are to be completed within 24 hours of request at no additional expense to the City. Emergency call-back service treatments (to be determined by the City) are to be completed in four (4) hours of request at no additional cost to the City.

In the event of a call-back, and if needed, it will be the responsibility of the contractor to determine the species of the insect.

2. Application of Insecticides to Cracks and Crevices: As a general rule, the contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
3. Application of Insecticides to Exposed Surfaces or as Spare Sprays: Application of insecticides to exposed surfaces or as space sprays "fogging" shall be restricted to exceptional circumstances where not alternative measures are practical. The contractor shall obtain approval of the General Services Superintendent prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while customers or employees are present. The contractor shall take all necessary precautions to ensure the containment of the pesticide to the site of application.
4. Exterior Treatment of Ants: Exterior treatment for ants, ant nests, and ant mounds shall consist of both a fast acting as well as a long-term residual pesticide. i.e., (Extinguish and Amdro)
5. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical or producing desired effects.

6. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary. This monitoring must have a frequency schedule and traps picked up when testing is complete.

## RODENT CONTROL

1. Indoor Trapping: As a general rule, rodent control inside building shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the General Services Superintendent. The contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
2. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the contractor shall obtain approval from the General Services Superintendent prior to making any interior rodenticide treatment. All rodenticide, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
3. Use of bait boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on safety for all non-target organisms. The contractor shall adhere to the following points:
  - A. All bait boxes shall be placed out of general view, in locations where they will not be disturbed by routine operations.
  - B. The lids of all bait boxes shall be securely locked or fastened shut.
  - C. All bait boxes shall be securely attached to a solid object such as a cinder block or a fence so the box cannot be easily moved by a child or other animals.
  - D. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
  - E. All bait boxes shall be labeled on the inside with the contractor's business name and address

## PROGRAM EVALUATION

The General Services Superintendent will continually evaluate the progress of the contract in terms of effectiveness and safety, and will require such changes as are necessary. The contractor shall take prompt action to correct all identified deficiencies.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

## PEST CONTROL SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of May, 2015, by and between the City of Plant City, a Florida Municipal Corporation ("City") and \_\_\_\_\_ ("Company"), whose address is \_\_\_\_\_.

WHEREAS, City desires to retain Company to render certain services, as described herein; and

WHEREAS, Company represents that Company is qualified, willing and able to provide the described services according to the terms of this Agreement; now, therefore

It is therefore agreed that:

1. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for Company to provide pest control services to City as described in the Request for Quotes No. 15-91509-002 for Pest Control Services for the monthly rates as described in its submitted Quote Form. The terms of the Request for Quotes and Company's Executed Quote Form are attached as Exhibits A and B, respectively, and are incorporated herein by this reference. **However, any conflict with Company's Quote Form and this Agreement shall be construed in favor of the contract document prepared by City.**

2. COMMENCEMENT AND TERM. Work performed by Company will commence on June 1, 2015 and shall continue through May 31, 2016, unless terminated as provided in paragraph 7 herein. Contract extensions may be approved by the City Manager for two additional one-year periods under the same terms and conditions.

3. PAYMENTS TO COMPANY. All payments shall be made on a monthly basis within thirty (30) days after receipt of invoice(s) that shall conform to City's accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

4. DELETION OF SERVICES. City reserves the right to delete any buildings or portions of buildings under this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, Company shall be paid for the deleted portion on the basis of the percentage of completion.

5. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Other locations may require Company to gain entry using established alarm procedures or by using keys/striker cards. Company's employees must be properly identified and will not be permitted to enter or leave buildings at will once reporting to duty. Under no circumstances shall Company, or its agents or employees, provide access to any unauthorized person in City's facilities.

6. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including but not limited to changes in the services to be performed by Company and increases or decreases in Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

7. TERMINATION.

A. If City materially breaches this Agreement, Company may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against City, including incidental and consequential damages. Company shall give written notice to City of any alleged breach and City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. If Company materially breaches this Agreement, City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. City shall give written notice to Company of any alleged breach and Company shall have ten (10) days from the date of such notice to cure the breach before City may proceed under this paragraph.

C. Notwithstanding any provision herein to the contrary, City may terminate this Agreement at any time without regard to cause with thirty (30) days notice to Company, provided that in such event, City shall pay compensation for services actually performed hereunder prior to such termination.

8. CONSTRUCTION. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.

9. INSURANCE. Company shall furnish proof of Workers' Compensation Insurance, General Liability and Comprehensive Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. Company shall have City named as additional insured under the existing insurance policy. The following minimum insurance coverage is required:

- (a) Workers' Compensation: Statutory amount.
- (b) Employer's Liability: \$500,000.
- (c) Commercial General Liability (Combined bodily injury/property damage): \$1,000,000.
- (d) Comprehensive Automobile Liability (Owned, leased and hired vehicles) Combined Bodily Injury/Property Damage: \$500,000.

City reserves the right to require Company to furnish satisfactory evidence of the above protection before work is started or at any time thereafter.

10. WARRANTY AND DUTY OF CARE. Company hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Paragraph shall constitute a breach of Company's warranty.

11. INDEMNIFICATION. Company shall be liable for, and shall indemnify, defend and hold City harmless from all claims, suits, judgments or damages, including court costs and reasonable attorney's fees, arising out of Company's errors, omissions or negligent acts of Company, its agents and employees, in performance of this Agreement.

12. LAWS, ORDINANCES. Company shall observe and comply with all Federal, State and local laws, ordinances, rules and regulations that would apply to this Agreement.

13. PERMITS, FEES, TAXES, LICENSES. The successful Company shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this Agreement. This provision also includes City issued permits.

14. PUBLIC RECORDS. Company shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in possession of Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology system of City.

15. COMPANY'S PERSONNEL. Company is to have all Company's employees doing work under this Agreement bonded. City reserves the right to request background and bonding information for all personnel assigned to this contract. Company's employees assigned to this contract are to present a professional appearance, shall be neat, clean, well-groomed, courteous, properly dressed and conduct themselves in a respectable manner while performing duties and while on City property. Company's employees assigned to this contract shall wear a name tag specifying the name of the employee and Company's company name.

16. OSHA REQUIREMENTS. Company agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Company agrees to furnish Material Safety Data Sheets (for OSHA020) as applicable for hazardous or potentially hazardous products.

17. STATEMENT OF ASSURANCE. During the performance of this Agreement, Company assures City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

18. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Company, supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity of the threshold amount provided in Section 218.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By execution of this Agreement, Company assures City that none of its officers, directors, executives, partners, shareholders, employees, members or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members or any of its agents who are active in management are convicted of a public entity crime, Company shall immediately notify City.

19. NON-WAIVER. No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or

joint venture, or of employer and employee; it being expressly agreed that the relationship of Company to City is that of an independent Contractor.

21. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

22. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered hereunder if mailed by first class, certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Michael Herr  
City Manager  
City of Plant City  
302 West Reynolds Street  
Plant City, FL 33563

With a copy to:

Kenneth W. Buchman  
City Attorney  
302 West Reynolds Street  
Plant City, FL 33563

Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

23. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; however, this Agreement may not be assigned by Company to any third party without the prior consent of City.

24. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally and not claimed modification, termination or waiver shall be binding on City unless in writing signed by an authorized representative of City. No modification or waiver shall be deemed effected by Company's acknowledgement or confirmation containing other or different terms. All titles to clauses contained in this Agreement are for identification only and shall not be construed as being a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument, consisting of this Agreement and the attached Exhibit(s) to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

City of Plant City

By: \_\_\_\_\_  
Michael Herr  
City Manager

ATTEST:

\_\_\_\_\_  
Kerri J. Miller  
City Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Kenneth W. Buchman  
City Attorney

Company:

Witness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_