

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID ● DO NOT OPEN

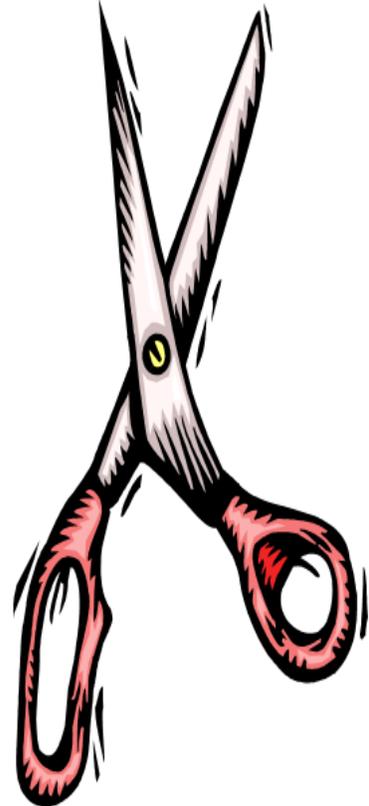
SEALED BID NO. : _____

BID TITLE: _____

DUE DATE/TIME: prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DEPARTMENT
302 W. Reynolds Street, 3rd Floor
Plant City, FL 33563





PLANT CITY, FLORIDA

**INVITATION FOR BIDS
IFB 16-044GS-ME
MAT SERVICES**

**City of Plant City
Procurement Division
302 West Reynolds Street
Plant City, FL 33563
Phone: 813-659-4270
E-mail: wstorey@plantcitygov.com**

**CITY OF PLANT CITY
PLANT CITY, FLORIDA
IFB 16-044GS-ME
MAT SERVICES**

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CITY OF PLANT CITY, FLORIDA
Invitation for Bids
IFB 16-044GS-ME
MAT SERVICES

Project Summary

The City of Plant City, Florida seeks bids to furnish MAT SERVICES for various City departments as indicated by location on the bid form. This Invitation for Bids and related documents are open for public inspection online at BidSync.com, DemandStar.com and www.plantcitygov.com.

Submittal Location, Deadline and Bid Opening

Sealed bids must be delivered to 302 W. Reynolds Street, 3rd Floor, Plant City, Florida 33563. The submittal deadline is **Thursday, June 30, 2016, at 2:00 p.m.**, after which the bids will be opened and the names of each bidder and their total price announced.

Questions

Procurement Manager, Buddy Storey is the **only** staff designated and authorized to answer questions about this bid. Bidders may rely only on written responses or interpretations from the Procurement Manager. Verbal and/or written responses given by other City staff in response to bidder questions shall not be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this bid or the project described within this bid.

The deadline to submit questions is **Tuesday, June 21, 2016, at 3:00 p.m.** All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at wstorey@plantcitygov.com.

W. A. "Buddy" Storey, Jr.
Procurement Manager

SECTION 1 – BIDDER INSTRUCTIONS

1. Submittal Location and Deadline. Bids must be submitted to the City of Plant City Procurement Division, 302 W. Reynolds Street, 3rd. Floor, Plant City, Florida 33563 by **Thursday, June 30, 2016, at 2:00 p.m.** Bids will be time stamped upon receipt. **Bids submitted by fax, e-mail, or telephone will not be accepted. Late bids shall not be accepted.**
2. Submittal Envelope. **Bids shall be submitted in a sealed envelope or box clearly marked "IFB No. 16-044GS-ME MAT SERVICES".** Bidder shall write its name on the outside of the envelope.
3. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
4. Rejection. The City reserves the right to reject any or all bids at any time and for any reason. Bids submitted after the deadline shall be rejected. Bids submitted in an unsealed or incorrectly marked envelope or box shall be rejected. Fax, e-mail, or telephone bids shall be rejected. Bids which are incomplete, unbalanced, conditional, obscure, or which contain terms or additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the at the sole discretion of the City.
5. **ITEMS THAT MUST BE INCLUDED WITH BID:**
 - a. **Completed Bid Response Form**
 - b. **Evidence that the bidder is qualified to transact business in the State of Florida.**
 - c. **Current "ACORD" insurance certificate with at least \$1,000,000 in coverage per incident including worker's comp certificate or a photocopy of state certificate of exemption from Worker's Compensation.**
 - d. **Bidder references using forms under Bidder's Qualification and References**
 - e. **Completed form "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."**
6. Response Form. Bids shall be made only on the form included in this packet (Section 6 Bid Form). Bid forms shall be signed by the owner or other authorized individual.

7. Number of Copies. Bids shall be submitted in the following formats
 - a. Two (2) paper copies of all required forms and documents, **and**;
 - b. One electronic copy of all required forms and documents. (PDF on a CD or Thumb Drive)

8. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.

9. Review Documents. Bidders must review all specifications and Contract Documents related to this bid and project. Failure to review all specifications, forms, Contracts, addenda, or other documents shall not relieve a bidder from any obligations contained in this bid or a subsequent Contract with the City.

10. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in the bid form included in this packet (see "Section 2 - Bid Submittals"). Bidder shall submit all documents listed in "Section 2. Bid Submittals" and elsewhere in this Invitation for Bids. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid.

11. Certification. Submittal of a bid shall be deemed as certification that a bidder has fully considered all factors associated with this Invitation for Bids, including any addenda.

12. Project Owner. The City of Plant City, Florida owns this project. The City Manager or designee is the City's authorized representative on this project.

13. Verification of Bidder's Capability. The City will verify Bidder's ability to complete the work specified in this bid. Verification may include evaluating a bidders:
 - a. Financial resources.
 - b. Licensure and certifications.
 - c. Background & references.

14. Award. City personnel will evaluate the bids. Determination of the lowest responsive and responsible bid may be made on the basis of the aggregate total or by line item.

City staff will recommend the lowest responsive and responsible bid to the

City Commission. The City Commission makes the final decision regarding award or rejection of bids.

The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the City and extend for a period of one (1) year. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties.

The City may award a Contract based on bid responses received from bidders without further discussion of such bids with the selected bidder. Therefore, bids should be submitted based on the most favorable terms available.

15. Interim Extension. After all renewal options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the City may unilaterally extend the contract for a maximum period of six months. Current pricing, delivery and all other terms and conditions of the contract shall apply during this period.
16. Local Preference. The City has adopted a local preference policy (Section 2-151, Plant City Code). As part of this Invitation for Bids, the local preference policy provides qualifying bidders with an amount not to exceed 1½ percent of the lowest bid, provided that the cost differential from the lowest bid shall not exceed \$2,500. Non-qualifying bidders will not receive the 1½ percent. A bidder qualifies for a local preference if it meets all of the following:
 - a. Paid its applicable City business tax for the current year in which this Invitation for Bids is issued. Bidders that request local preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.
 - b. Obtained a license issued by the State of Florida allowing it to engage in the business of providing the services requested in this Invitation for Bids.
 - c. Maintains a physical office located within the city limits of Plant City. The office must be staffed by at least one full-time equivalent employee, and must have been established at least six months before the submittal deadline. Post Office boxes are not verifiable and will not be accepted as proof of a physical office location.
 - d. A bidder that does not meet the criteria above will not receive 1½ percent calculated to the bid price submitted.

17. Waiver of Irregularities. The City may waive informalities or irregularities that in the City's opinion do not materially affect a bid.
18. Protest procedure. Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the Procurement Manager's recommendation and intent to make a competitive award of a contract may protest to the City Manager in accordance with the City Code, Sec. 2-152. Protest Procedure.
19. Notice of Award. When the bid award is scheduled for Commission action, the Procurement Manager shall post a Notice of Intent to Award to the City's website. The Procurement Manager shall notify the selected bidder (if any) in writing following City Commission action on the staff recommendation.
20. Revocation of Award. If the City discovers that the Contractor has misrepresented anything in their bid or that the Contractor – in the City's opinion – is no longer reasonably capable of performing the work as bid, then the City may revoke the award at any time **before** issuing the formal Notice to Proceed. The Procurement Manager will issue the revocation in writing.
21. Bid Interpretations. The City has the right to define and interpret bid terms, specifications, and conditions.
22. Changes or Modifications. The City may at any time make changes within the general scope of the contract in any of the following areas:
 - a. Time of Performance (i.e., hours of the day, days of the week, etc.).
 - b. Location of performance of the services.
 - c. Quantities to be ordered.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed notice to proceed or purchase order issued by the City. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at the Contractor's own risk. The City assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. Indefinite Quantity. The quantities of goods and services specified herein are estimates only and are not purchased by the resulting contract. Delivery or performance shall be as authorized by orders in accordance with the terms of the resulting contract. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.

24. Contract Documents. The Contract attached hereto is the Contract required by the City to award the project described in this bid. 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 Bidder's bid has been submitted shall not be considered.**

25. Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, 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 Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

Bidders must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." Failure to do so may disqualify the bid.

26. Other Forms & Documents. Bidders are responsible for reviewing and understanding all plans, photos, specifications, forms or other documents associated with the project described in this bid. Submittal of a bid shall serve as bidder's acknowledgement that it has reviewed and understood all such documents.

27. Indemnification. Section 1-15, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City cannot indemnify bidders.

28. All-Inclusive Cost. The bid shall include all expenses necessary to complete the project or provide the services described in this Invitation for Bids. If selected by the City, the Bidder must pay applicable sales tax on any goods or services it purchases. The City is exempt from paying federal and state taxes, including sales tax. The City's sales tax exemption is not assignable

and cannot be applied toward items the Contractor purchases, regardless of whether Contractor transfers those items to the City.

29. Bid Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this bid.
30. Legal Requirements. Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being solicited in this bid. A bidder's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Submittal of a bid shall constitute the bidder's affirmation that they are familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding shall be considered on account of the bidder's ignorance thereof. If a bidder believes provisions in the bid documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Bidder shall promptly report those provisions in writing to the City.

31. Public Records. Bidders understand that Florida has a broad public records law, and that documents in the possession of the City can only be maintained confidential to the extent allowed under the Florida Public Records Act, Florida Statute 119.
32. Cooperative Procurement Agreement. The City of Plant City is a member of the Government Procurement Council of Hillsborough County in accordance with Chapter 69-1119, Laws of Florida. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this request shall constitute a bid made under the same conditions for the Contract price as this bid to all public entities in Hillsborough County.

The Procurement Divisions of each of the following agencies represented will place their own orders as needs and availability of funds dictate:

GPC LISTING

City of Plant City

Buddy Storey
Procurement Manager
Plant City, FL 33564
813-659-4270 - Telephone
813-659-4216 - Fax
jbenjamin@plantcitygov.com

City of Temple Terrace

Judy Crutcher, Assistant
Procurement Agt.
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority

Nancy Marino, Facilities &
Contracts Manager
1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Nancy@tampa-xway.com

Hillsborough Area Regional Transit Authority

Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

Hillsborough Co. Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007

Hillsborough Community College

Vonda Melchior, Director of
Procurement
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.us

Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110,
Tampa, FL 33601-1110
Phone: (813) 272-5790
FAX: (813) 272-6290
www.hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

J. H. Shillady, Fiscal Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcsco.tampa.fl.us

State Attorney's Office

Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority

David Webb, Financial Supervisor
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.

Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf1.com

Tampa Sports Authority

Joe Haugabrook, Director of Procurement
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida

Mike Abernethy, Director
Procurement Services
3702 Spectrum Blvd. UTC135-P
Tampa, FL 33612
813-974-2481 – Telephone
813-974-5362 – Fax
gcotter@admin.usf.edu

Hillsborough County Procurement

John T. Fessler, Acting Director
P.O. Box 1110
Tampa, FL 33601
813-272-5790 – Telephone
813-272-6290 – Fax
procurementservices@hillsboroughcounty.org

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

SECTION 2 – BID SUBMITTALS

Pursuant to and in compliance with this Invitation to Bid, Instruction to Bidders, the fixed Price Contract between Owner and Contractor, Special Conditions, Specifications and other documents related thereto, the undersigned does hereby propose to furnish MAT SERVICES for various City departments. Qualified bidders shall bid on the initial contract terms as well as pricing for 2 optional renewal years. **All bid prices shall be FOB Destination – Delivered Prices.**

The unit price shall represent the price for each mat, each service.

LOCATION / TYPE	MAT SIZE	No. of MATS	UNIT PRICE	EXTENDED PRICE
Library - 302 McLendon St Scrapper Mats	4'x6'	4	\$	\$
City Hall - 302 W Reynolds St Carpeted Mats	3'x5'	26	\$	\$
City Hall - 302 W Reynolds St Carpeted Mats	3'x10'	10	\$	\$
City Hall - 302 W Reynolds St Carpeted Mats	4'x6'	26	\$	\$
City Hall - 302 W Reynolds St Scrapper Mats	4'x6'	3	\$	\$
MLK Recreation - 1601 E Dr. MLK Jr Blvd Scrapper Mats (outside)	3'x5'	3	\$	\$
MLK Recreation - 1601 E Dr. MLK Jr Blvd Great Mats (inside)	4'x6'	5	\$	\$
MLK Recreation - 1601 E Dr. MLK Jr Blvd Great Mats (inside)	3'x5'	2	\$	\$
Planteen Recreation - 301 Dort St Scrapper Mats (outside)	3'x5'	2	\$	\$
Planteen Recreation - 301 Dort St Great Mats (inside)	4'x6'	3	\$	\$
Tennis Center - 120 North Wilder Rd Great Mats (inside)	3'x5'	4	\$	\$

Utilities Operation - 1500 W Victoria St Carpeted Mats	3'x5'	5	\$	\$
Stormwater - 1302 W Spencer St Carpeted Mats	3'x5'	5	\$	\$
Utility Maintenance - 1802 Spooner Drive Scraper Mats	4'x6'	3	\$	\$
Water Resource Mgt - 705 N Alexander Mats (indoor)	4'x6'	4	\$	\$
Water Resource Mgt - 705 N Alexander Letter Mat (KEEP OUR WATER CLEAN)	3'x5'	1	\$	\$
Sanitation - 1802 Spooner Drive Carpeted Mat	4'x6'	5	\$	\$
Parks Admin - 1904 S Park Rd Scraper Regular Mat (inside)	4'x6'	2	\$	\$
Parks Admin - 1904 S Park Rd Logo Regular Mat (City logo inside)	4'x6'	1	\$	\$
Parks Admin - 1904 S Park Rd Regular Mat (inside)	3'x5'	2	\$	\$
Parks Admin - 1904 S Park Rd Regular Mat (inside)	4'x6'	2	\$	\$
Parks Admin - 1904 S Park Rd Regular Mat (inside)	3'x10'	2	\$	\$
Cemetery Office -109 W Spencer St Scraper (rubber - outside)	3'x5'	1	\$	\$
Cemetery Office -109 W Spencer St Regular Mat (inside)	3'x5'	1	\$	\$
Cemetery Office - 109 W Spencer St Regular Mat (inside)	3'x10'	2	\$	\$

TOTAL BID (Sum of extended unit prices)	\$
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(Note: The sum of all of the extended prices, noted above as "TOTAL BID", shall be the basis of award.)

Total Bid Price in Words: _____

Authorized Signature: _____

Date: _____

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person: _____	
Telephone Number: _____	Cell Phone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

BIDDER'S QUALIFICATIONS AND REFERENCES

Reference #1			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Services Began:	
Email:		Date Services Ended:	
Description of Services:			
Reference #2			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Services Began:	
Email:		Date Services Ended:	
Description of Services:			
Reference #3			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Services Began:	
Email:		Date Services Ended:	
Description of Services:			

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, or Contract No. _____
for _____
[print name of the public entity]

2. This sworn statement is submitted by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. Predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
 - c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Proposer or Vendor (Company) or any affiliate of the Proposer or Vendor (Company) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

_____There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it

was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

[Signature]

[Date]

STATE OF FLORIDA _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first _____

_____ being sworn by me, affixed his/her signature in the space
[Name]

provided above on this day of _____, 20__.

Notary Public

My commission expires _____

SECTION 3 – SPECIFICATIONS

1. Fiber Weight: Approximately 24 ounces per square yard for pile.
2. Construction: Pile yarn to be 100% twist nylon. Pile height to be 5/16" + or – 1/16".
3. All Mats are to be ADA Compliant, Standard black rubber border, anti-static, non-flammable, non-woven, die injected, nitrile base backing, no pattern or logo needed. No substitutions will be allowed unless approved by the City.
4. Mats are to be new upon implementation of the contract
5. Mats must have static dissipative properties.
6. When necessary, appropriate mat backings are to be used on varying floor surfaces.
7. All mats are required to be in good repair. Damaged edges and wrinkled/wavy mats are unacceptable and shall be immediately replaced.
8. Contractor must be able to supply assorted colors and styles if requested
9. Mat Sizes must fit all placement needs.
10. Mats to be used must meet all National Floor Safety Institute (NFSI) guidelines.
11. Standard rolling load performance is 300 lb./wheel with larger loading requirements as specified (load applied to a solid 5" x 2" wide polyurethane wheel, 1000 passes without damage).
12. Scraper / Wiper Mats: When a scraper is used outdoors, the matting indoors shall be a wiper-scraper or a wiper mat. When no scraper mat is used outdoors, the indoor matting shall both scrape and wipe. This can be accomplished with either a scraper mat followed with a wiper mat or by a wiper-scraper mat. When separate mats are used, scraper mats shall be the first mat at the entrance. Wiper mats shall be the second mat at the entrance. All Mats must be ADA / NFSI compliant.

FLOOR MATS AND RUGS SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the City of Plant City ("City") and _____ ("Company"), whose address is _____.

WHEREAS, City desires to retain Company to provide floor mat and rug services, as described herein; and

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

1. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for the Company to provide floor mat and rug services to the City as described in the Invitation to Bid No. 16-027GS-ME for the monthly rates as described in its submitted Company's Bid Form, a copy being attached as Exhibit A. The terms of the Invitation to Bid and Company's Bid Form are incorporated herein by this reference. **Notwithstanding, no deviations in the Company's Executed Bid Form from the Invitation to Bid or other Contract documents prepared by the City shall be incorporated herein unless expressly provided in this Contract. Any conflict with the Company's Bid Form and the Invitation to Bid and other contract documents prepared by the City shall be construed in favor of the contract documents prepared by the City.**

2. COMMENCEMENT AND TERM. Work performed by the Company will commence on June 15, 2016 and shall terminate on June 14, 2017, unless extended by mutual agreement of the parties or terminated as provided in paragraph 10 herein. Contract extensions may be approved by the City Manager for three additional one-year periods under the same terms and conditions.

3. PAYMENTS TO THE COMPANY. All payments shall be made on a monthly basis within thirty (30) days after receipt of invoice(s) that shall conform to the 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. ADDITION OR DELETION OF SERVICES. The City reserves the right to add or delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be increased or reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the deleted portion on the basis of the percentage of completion.

5. SUPERVISION. Company shall provide supervision during all service hours. City personnel will periodically inspect the facilities to assure that the requirements of the contract are being met. If any work is unsatisfactory, the Company will be contacted and any discrepancies corrected at no additional cost to the City. Continued unsatisfactory work may result in termination of this agreement.

The Company shall provide the emergency telephone numbers of supervisory personnel assigned to the contract.

6. WARRANTY AND STANDARD 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 services provided shall be of high quality, 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 the Company's warranty.

7. DEDUCTIONS TO INVOICES. In the event the Company shall not have completed all of the required or monthly services as scheduled and outlined in the services required specifications, the Company will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specifications requirements. If they are not, a deduction of the total daily cost for that location will be subtracted from the Company's monthly invoice. Failure of the Company to appear on any scheduled workday shall result in the deduction of the total daily cost for that location.

8. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Other locations may require the 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 the City's facilities.

9. 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 the Company pursuant to the Invitation to Bid and Bidder Proposal Form an increases or decreases in the Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

10. TERMINATION.

A. If the City materially breaches this Agreement, the 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 the City, including incidental and consequential damages. Company shall give written notice to the City of any alleged breach and the 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 the Company materially breaches this Agreement, the 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. The City shall give written notice to the Company of any alleged breach and the Company shall have ten (10) days from the date of such notice to cure the breach before the City may proceed under this paragraph.

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

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

12. INSURANCE. The Company shall furnish proof of insurance coverage as listed in attached Exhibit B. The City reserves the right to require the Company to furnish satisfactory evidence of the said coverage before work is started or at any time thereafter.

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

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

15. 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 the City issued permits.

16. COMPANY'S PERSONNEL. Company is to have all Company's employees doing work under this Agreement bonded. The 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, and properly dressed and shall 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 the Company's company name.

17. 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.

18. STATEMENT OF ASSURANCE. During the performance of this Agreement, the Company assures the 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 the 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.

19. 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 contractor, 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 the 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, the Company shall immediately notify the City.

20. NON-WAIVER. No failure by the 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.

21. 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 the Company to the City is that of an independent contractor.

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

23. PUBLIC RECORDS.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COMPANY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Kerri J. Miller
City Clerk
302 W. Reynolds Street
Plant City, FL 33563
Phone: 813-659-4200
kmiller@plantcitygov.com

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 required by City in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement term and following completion of this Agreement if Company does not transfer the records to City; and (d) upon completion of this Agreement, transfer, at no cost, to City all public records in possession of Company or keep and maintain public records required by City to perform the service. If Company transfers all public records to City upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology system of City.

24. 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.

25. 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 the City.

26. 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.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on the City unless in writing signed by an authorized representative of the City. No modification or waiver shall be deemed effected by Company's acknowledgement or confirmation containing other or different terms.

28. CAPTIONS. 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:

By: _____
Michael Herr
City Manager

ATTEST:

Kerri J. Miller
City Clerk

Approved as to form and correctness:

Kenneth W. Buchman

City Attorney

Witness:

Print Name: _____

Company:

By: _____
Name: _____
Title: _____

Exhibit A
Company's Executed Bid Form

EXHIBIT B

Company's and Subcontractor's Insurance:

1. Compensation Insurance: The Company shall procure and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Company shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the labor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Company's Workmen's Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Company shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees not otherwise protected. The Company shall indemnify and hold the City harmless for any claim made by the Subcontractor for workmen's compensation.

2. Company's Comprehensive Liability and Property Damage Insurance: The Company shall procure and shall maintain during the life of this contract Company's Comprehensive Liability Insurance in an amount satisfactory to the City, but not less than \$300,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00, on account of one accident, and the Company's Property Damage Insurance in an amount not less than \$1,000,000.00. This insurance shall be maintained with an insurance company or companies licensed to do business in the state in which the Company shall perform his contractual services. City shall be named as additional insured on the policy.

3. Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for Company and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured, and also against any of special hazards which may be encountered in the performance of this contract.

4. Proof of Carriage of Insurance: The Company shall furnish the City with satisfactory proof of carriage of the insurance required, but the failure to provide adequate insurance shall not relieve the Company's responsibility to protect the City wholly from all such claims and damages.

The certificate of insurance shall include as a certificate holder:

City of Plant City
Attn: City Manager
302 West Reynolds Street
Plant City, FL 33563