

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

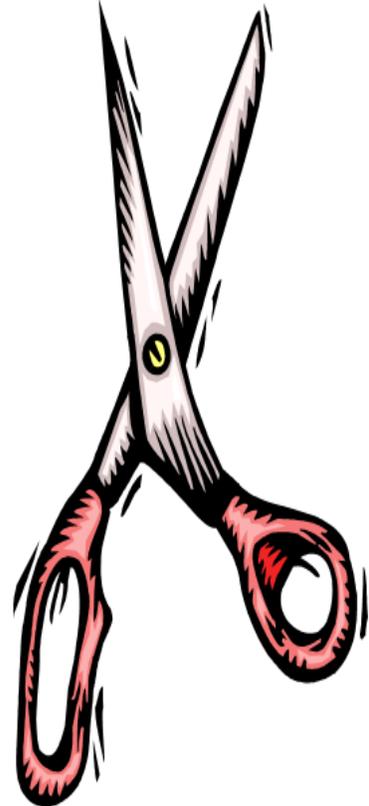
SEALED BID NO. : _____

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
Scrap Metal Recycling Services
IFB 17-003SW-JS**

**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
Scrap Metal Recycling Services
IFB 17-003SW-JS**

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CITY OF PLANT CITY, FLORIDA
Invitation for Bids
Scrap Metal Recycling Services
IFB 17-003SW-JS

Project Summary

The City of Plant City, Florida, a political subdivision of the State of Florida (City), seeks bids to furnish all labor, materials, and equipment necessary for Scrap Metal Recycling Services, as specified in the attached documents. 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 prior to 2:00 PM on December 8, 2016, after which, the bids will be opened.

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 prior to 3:00 PM on November 28, 2016. 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 & Deadline. Bids must be submitted to the City of Plant City Procurement Department, 302 W. Reynolds Street, 3rd. Floor, Plant City, Florida 33563 prior to **2:00 PM on December 8, 2016**. 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 17-003SW-JS Scrap Metal Recycling Services"**.
3. Bidder shall write its name on the outside of the envelope. (Bid Label provided herein)
4. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
5. 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.
6. Response Form. Bids shall be made only on the form included in this packet. Bid forms shall be signed by the owner or other authorized individual.
7. **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."**
 - f. **Completed "Non Collusion Affidavit of Prime Bidder"**
8. 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)
9. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
10. 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.
11. Familiarity with Project Area. Prior to submitting a bid, bidders shall become fully acquainted with the project areas. Please see "Scope of Work" for more detail about the project. Submittal of a bid shall serve as bidder's acknowledgement that they are fully familiar with the service area.
12. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in all required bid forms included in this packet. Bidder shall submit all documents listed 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.
13. 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.
14. 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.
15. Verification of Bidder's Capability. The City will verify Bidder's ability to complete the work specified in this bid. The City may, at its sole discretion, determine Bidder's capacity to perform this contract based on, but not limited to, evaluation of the following:

- a. Comparable prior project experience (particularly ones similar to this project size/scope).
- b. Financial resources.
- c. Licensure and certifications.
- d. Equipment, machinery, and/or facilities.
- e. Background & references.

Bidders deemed to be unqualified to perform the work may have their bid rejected.

16. Award. City personnel will evaluate the bids. Determination of the lowest responsive and responsible bid will be made on the basis of the price submitted.

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.

Bids that are not greater than \$50,000.00 may be awarded by the City Manager. The City Commission makes the final decision regarding award or rejection of bids that are greater than \$50,000.00.

17. Local Preference. The City has adopted a local preference policy (Section 2-161, 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.

18. Protest Procedures. 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 Sec. 2-152. Protest Procedure, of the City's Code.

19. Waiver of Irregularities. The City may waive informalities or irregularities that in the City's opinion do not materially affect a bid.

20. Notice of Award. Upon review of the bids and when a determination has been made as to the lowest responsive and responsible bid, the Procurement Manager will issue a Notice of Intent to Award to the selected bidder. This notice shall be posted to the City's website and sent to the recommended bidder with copies to all bidders.

21. Contract Execution & Bid Bond. The selected bidder must sign and return the Contract, any required bonds or letter of credit, insurance certificates, and all other required documents within fourteen calendar days after the City sends the documents to the selected bidder. Once the City receives the signed Contract and all other required documents back from the selected bidder, then the City's authorized representative will sign the Contract.

Failure to sign and return the Contract and all other required documents within 14 days may result in the City calling the bid bond or cashing the cashier's check submitted by the selected bidder with its proposal; barring the selected bidder from consideration on future projects; or both. The City may then select another bidder to perform the work or provide the goods/services specified in this bid.

22. Notice to Proceed. Following Contract signing by the City, the Interim Procurement Manager will issue a formal "Notice to Proceed" in writing to the Contractor. The Contractor's bid bond will subsequently be returned along with a formal Notice to Proceed from the City's Project Manager.

If the Contractor begins work before receiving the Notice to Proceed, then the City may stop work on the project, may require the work to be redone at the Contractor's expense and without additional compensation from the City, or both. The City also may revoke the project award and select another

bidder to perform the work.

23. 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 Interim Procurement Manager will issue the revocation in writing.
24. Bid Interpretations. The City has the right to define and interpret bid terms, specifications, and conditions.
25. 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.

26. Conditions of Performance. Bidders are required to inform themselves fully of the conditions relating to performance of the work required, including but not restricted to labor and operating conditions under which the work will be or is now being performed; and the successful bidder must apply, so far as possible, such methods and means in carrying out the work that will not cause any interruption or interference with any other work, construction or operation the Owner has underway.
27. 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 purchase or approved change 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.

28. Contract Documents. The Contract attached hereto is a draft of 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 Bidders bid has been submitted shall not be considered.**
29. Insurance and Bonds. Insurance and bonds specified in this bid document and the Contract shall conform to and shall be insured by companies meeting the criteria outlined below and within the contract document in Section 8 - Exhibits.
- a. Insurance and bonds shall be countersigned by an agent licensed to do business in the State of Florida.
 - b. Surety must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
 - c. The surety shall have at least the following minimum rating as listed in Best's Financial Rating:
 - i. Financial Strength Rating of "A".
30. 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.

31. 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.
32. Indemnification. Section 1-16, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City cannot indemnify bidders.
33. 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.
34. 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.
35. 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.

36. 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.
37. 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 Departments of each of the following agencies represented will place their own orders as needs and availability of funds dictate:

GPC LISTING

City of Tampa

Procurement Department
Tampa Municipal Office Building,
2nd Floor
306 E. Jackson St.
Tampa, FL 33602

Hillsborough Community College

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

Tampa Sports Authority

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

City of Temple Terrace

P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax

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

Tax Collector

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

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

Hillsborough Co. Sheriff's Office

P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcsotampa.fl.us

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

Tampa-Hillsborough County Expressway Authority

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

State Attorney's Office

Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

University of South Florida

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

**Hillsborough Area Regional
Transit Authority**

4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax

**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

Tampa Port Authority

P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax

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.

1614 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf1.com

**Housing Authority
of Plant City**

1306 Larrick Ln.
Plant City, FL 33563
813-752-0569

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 RESPONSE AND FORMS

Pursuant to and in compliance with this Invitation to Bid, Instruction to Bidders, the fixed Price Construction Contract between Owner and Contractor, Special Conditions and other documents related thereto, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the work as specified herein. All work is to be performed in accordance with the City of Plant City Standards; as required by and in strict accordance with the contract documents, specifications, and all addenda, if any issued prior to the date of this bid at the prices listed herein as follows:

Line #	Scrap Metal Category	Estimated 2012 Gross Pounds	AMM Index Price (\$/pound) *	% of Index Price to be Paid to City	Extended Price (\$)
		(A)	(B)	(C)	(D) = (A) x (B) x (C)
1	Ferrous Metal	58,000	\$0.144	%	
2	Copper	6,000	\$3.150	%	
3	Aluminum	10,000	\$0.610	%	
4	Stainless Steel	4,000	\$0380	%	
5	Brass	2,000	\$2300	%	
Total Amount of Bid					\$

AMM Index is for January 2013 (High Price) and consists of the following:

- Ferrous Metal, #1 Heavy Melt (Birmingham index) - \$/Gross Ton
- Copper, No. 2 heavy & wire (Atlanta) - Cents/Pound
- Aluminum, Old sheet & cast (Atlanta) - Cents/Pound
- Stainless, 304 Solids clips Consumer (Pittsburgh) - Cents/Pound
- Brass, Copper — Red Brass Solids (Atlanta) — Cents/Pound

These indices are for bidding comparison only.

Total Amount of Bid: _____
(In Words)

Authorized Representative: _____ / _____
Signature Printed Name

Email Address: _____

Date: _____

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Bidder Name: _____

NOTE: BIDDER 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

Bidder shall identify experience as the general Contractor of record in the construction or modification of 3 similar projects completed during the previous 10 years in Florida. If firm is less than 3 years in existence, references could include similar projects performed by the principal(s) of the firm within the last 3 years.

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

**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 Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) 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 _____

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)**

State of _____)

County of _____)

_____,
being first duly sworn, deposes and says that:

1. He/She is _____ of _____ ; the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(Title)

My Commission Expires: _____

PAYMENT AND PERFORMANCE BOND
Surety's Bond No. _____
City's Contract No. _____

Contractor (Principal):

Name: _____
Address: _____
Phone () _____

Surety:

Name: _____
Address: _____
Phone () _____

Owner:

City of Plant City, Florida
302 West Reynolds Street
Plant City, FL 33563
(813) 659-4200

BY THIS BOND, We _____,
as Principal and _____, a Corporation,
as Surety, are bound to the City of Plant City, Florida, a Florida Municipal Corporation, herein
called Owner, in the sum of \$_____ for payment of which we bind
ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____, between Principal
and Owner for construction of _____

_____, the contract being made a part of this bond by reference, at
the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses and damages, including, but not limited to, delay damages, and all expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

WITNESSES:

_____ Name of Principal

_____ By: _____

Print name: _____ Title: _____

Print name: _____

Print name: _____ Name of Surety

_____ By: _____

Print name: _____ Attorney-in-fact*

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

Section 3 - Scope of Services

The City of Plant City is seeking bids from qualified vendors for the proper disposal/recycling of scrap metal material on an "as-needed" basis at various locations throughout the City. The services of this award shall also include payment to the City as a percentage of the American Metal Market Index pricing.

1. SCRAP METAL MATERIAL

The materials included in the scrap metal category include:

- All ferrous scrap metal (i.e. pipe, wheels, steel, sheet metal, etc.)
- All non-ferrous scrap metal (including aluminum, brass and copper)

The City makes no guarantee of minimum quantities for the sale of scrap metal and the categories specified above are not to be construed as the only type of metal that may be collected during the term of the contract. The scrap material is offered for sale "where is, as is" with no guarantee or warranty, expressed or implied, and without recourse against the City of Plant City.

3. BIDDER REQUIREMENTS

Bidders shall own and operate, at their facility, a state certified scale of sufficient capacity and precision to accurately weigh containers. The weight shall be determined by Florida state certified scales at the vendor's location.

4. BASIS OF AWARD

The awarding of this bid is based on the proposed payments to the City for collected materials. The price paid per pound to the City will be a percentage of the current index "High Price" for the metals listed in the American Metal Market (AMM) magazine. The amount of payment shall be determined with reference to the index price in effect for each scrap metal as published on the first business day of the month in which the metal is removed. The Awardee shall provide the City a copy of the regional AMM prices within the first 7 days of each month throughout the term of the award. For bidding purposes, the City has provided sample calculations that utilize January 2013 AMM Indexes. These values are for bidding purposes only.

The percentage retained by the vendor shall include all the costs associated with providing the services of this award. No additional costs shall be paid by the City for material removal.

5. COLLECTION SITE LOCATIONS FOR SCRAP METAL MATERIALS

The Awardee will be responsible to visit City locations, talk with staff and determine the right sized containers) for, each location. Containers shall be provided at no charge to the City. The containers shall be in good and serviceable condition and pose no threat or hazard to City employees. Damage to City property for which the vendor is responsible will be repaired by the vendor in a timely manner. The vendor shall leave a replacement collection container whenever they retrieve a container.

City staff will be responsible for placing items into containers. The Awardee will provide training to City staff on proper separation of scrap to maximize revenue to the City.

Collection containers shall be serviced within 24 hours of the vendor being notified or by the close of business the next day. If a container is not serviced within the required time, the vendor shall be responsible for placing any overflow material into the replacement container when it is delivered.

In addition to the established container location(s) the City shall have the right to coordinate pick-up of materials at any other City location when required.

The City shall be completely satisfied that all scrap metal has been removed and that the area is left in a clean and manageable condition after collection.

6. PAYMENT TO THE CITY

Payment shall be made based on the net weight of scrap retrieved by the vendor for recycling.

Payment shall be made no later than the 10th day of the month immediately following pickup of scrap material. Payments are to be made payable to the City of Plant City and mailed to:

City of Plant City Purchasing
302 W. Reynolds Street
Plant City, FL 33563

The vendor shall submit with each monthly payment a monthly summary to include the following items:

- Date of pick up from City site;
- Location of pick up;
- Delivery site scale ticket number;
- Category of load (scrap metal, copper, etc.);
- Net weight of load
 - Scale Ticket Copies — a copy of scale tickets for each load (***all weighing must be done on state certified scales***)

SECTION 4 – SPECIAL PROVISIONS

1. Definitions

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

1.1 The term "Contractor" means the person, Bidder or corporation to whom the herein Contract is awarded by the Owner and who is subject to the terms hereof.

1.2 The term "Subcontractor" means a person, Bidder or corporation supplying services and materials, labor and materials, or only services or labor for work in connection with the project.

2. Accident Prevention

Precaution shall be exercised the use of modern safety rules and practices at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

3. Qualifications for Employment

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make this employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

4. Substitutions

Unless otherwise stated, reference in the specifications to any article, device, product, materials, fixture, form, or type of construction, etc., by name, make or catalogue number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The determination of whether any article, device, product, material, fixture, form or type of construction is equal to that named is solely in the determination of the Owner. No Substitutions shall be permitted without the prior express written authorization from the Owner.

5. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

6. Use of Premises

6.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his

materials. Any damage done to public or private property shall be repaired at the Contractor's expense to the preconstruction condition or better. It is mandatory that a preconstruction video be made to determine actual preconstruction conditions should a dispute arise. Be sure to note address, type of sod, any existing damage and show these items on the video.

6.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

6.3 The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State Department of Environmental Regulation and Health Department. He shall commit no public nuisance.

7. Overtime Work by Owner Employees

Where the Contractor elects to work on a Saturday, Sunday or other holiday, or longer than an eight-hour work shift on a regular working day, such work shall be considered as overtime work. On all such overtime work an inspector will be present. The Contractor shall reimburse the Owner for the full amount of the straight time plus overtime costs for employees of the Owner required to work overtime hours. The Contractor by these specifications does hereby authorize the Owner to deduct the cost of overtime work at the rate of \$35 per hour from the amount due or to become due him.

Overtime due to special construction problems such as concrete, finishing, asphalt rolling, making live sewer hookups, alleviating traffic problems, etc., may not be charged if the City Manager considers the overtime to be mutually justified. Normal engineering inspection hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Recognized Holidays shall be as follows:

1. New Year's Day
2. Martin Luther King Day
3. Strawberry Festival Parade Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve's Day
11. Christmas Day

8. References

Any reference in this document to any specification, publication, or test method shall be construed as meaning the latest edition, revision, change, or modification of same.

SCRAP METAL RECYCLING 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 furnish scrap metal recycling services, as described herein; and

WHEREAS, the Company represents that Company is qualified, willing and able to provide scrap metal recycling 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 scrap metal recycling services to the City as described in the Invitation for Bid No. 17-003SW-JS **on an as needed basis** for the rates described in their submitted Bid Form, attached hereto as Exhibit A. Quantities herein are estimated. There is no minimum or maximum amount of work under this contract. All work shall be at the sole discretion of the City as provided by work order approved by the City Manager. The terms of the Invitation to Bid and Contractor's Bid Form are incorporated herein by this reference. **Notwithstanding, no deviations in Contractor's Bid form from the Invitation to Bid or other Contract documents prepared by City shall be incorporated herein unless expressly provided in this Contract. Any conflict with Contractor's Bid Form and the Invitation to Bid and other contract documents prepared by City shall be construed in favor of the contract documents prepared by City.**

2. COMMENCEMENT AND TERM. Term shall commence on December 15, 2016 and shall continue through December 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 CITY. Payments, payable to the City of Plant City, shall be made by the Company no later than the 10th day of the month immediately following the pickup of scrap materials, and shall be mailed to:

City of Plant City Purchasing
302 West Reynolds Street
Plant City, FL 33563

The Vendor shall submit, with each monthly statement, a monthly summary to include the following items:

- Date of pick up from City site;
- Location of pick up;
- Delivery site scale ticket number;
- Category of load (scrap metal, copper, etc.);
- Net weight of load; and
- Scale Ticket copies-a copy of scale tickets for each load (all weighing must be done on state certified scales).

4. DELETION OF SERVICES. The City reserves the right to delete any portion of this Agreement 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 Agreement to be deleted, the 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. 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.

7. 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 Company's Bid 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.

8. 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.

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

10. NON-EXCLUSIVE. City reserves the right to use other laboratories at its discretion. Nothing in this Agreement shall preclude City from using any other firm to provide laboratory services during the term of this Agreement.

11. INSURANCE. The Company shall furnish proof of Workers' Compensation Insurance, and General Liability. Coverage to remain in force at all times during the contract period. The Company shall have the 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. |
| General Aggregate: | \$2,000,000. |
| (d) Automobile Liability: | \$1,000,000. |
| (e) Contractor's Pollution Liability: | \$1,000,000. |
| (f) Contractor's Professional Liability: | \$1,000,000. |

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement 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.

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

21. 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.

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 the 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 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.

26. 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

Company:

Witness:

Print Name: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Company's Bid Form