

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

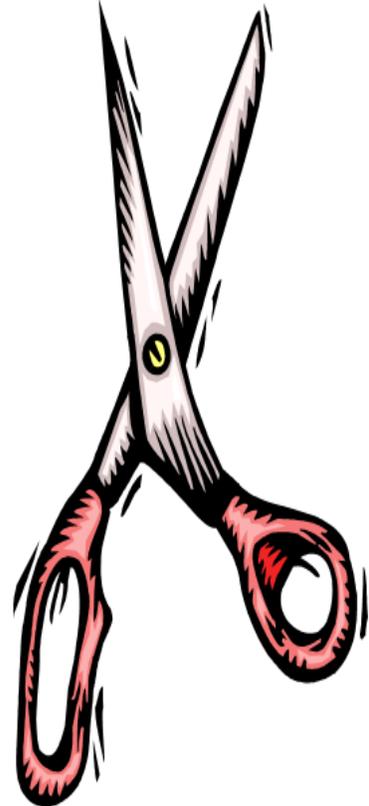
SEALED BID NO. : _____

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
New Truck Scales
IFB 17-009UO-SS**

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

**CITY OF PLANT CITY
PLANT CITY, FLORIDA
New Truck Scales
IFB 17-009UO-SS**

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CITY OF PLANT CITY, FLORIDA
Invitation for Bids
New Truck Scales
IFB 17-009UO-SS

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 New Truck Scales, 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 January 12, 2017, 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 January 3, 2017. 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 January 12, 2017**. 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 17-009UO-SS New Truck Scales"**.
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 Procurement Manager will issue a formal "Notice to Proceed" in writing to the selected vendor.

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 price listed below:

Total Price for New Truck Scales Installed..... \$_____

Total Price 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: _____

Section 3 - Scope of Services and Specifications

Vendor shall furnish and install all necessary equipment, including all electrical, instrumentation conduits, wiring, and calibration for the complete installation of an Axle Scale System for the Plant City Water Reclamation Facility at 1500 W. Victoria Street, Plant City Florida 33563. Work shall include all parts and labor for the installation of the electrical and signal control wiring from the trailer staging area to the office of the Belt Press Facility. The system shall be set up to provide one (1) reading for trailers that are being weighed. The vendor shall supply a weight certification upon initial set up and another calibration three (3) months after completion of the initial set up and calibration and the scales have been put into service.

Specifications:

Scales shall meet or exceed the specifications for B Tek Axle Scales AX200 and as further outlined herein.

Scales shall be secured to concrete in an area to be designation by the City. All electrical and instrumentation wiring shall be securely and safely mounted in such a manner that will prevent any safety hazard to personnel working in the area.

- 1 (one) set axle scales with entry and exit ramps for rear tandems weighing
 - Shall be a minimum of 30" x 84" platforms
 - Shall have 4 (four) 30" x 36" ramps
- Shall provide a minimum of 60,000 lb. gross scale system capacity (30,000 pounds per platform).
- Platforms shall be movable with a fork lift.
- Scale height shall be no more than 6" for ease during drive-on.
- Installation shall be mounted to existing concrete floor
- Platforms shall be constructed with I-Beams for superior strength.
- Platforms shall have a minimum of 1/2" tread plate decking for ultimate durability.
- Platform steel shall be shot blast cleaned (SSPC-SP6) prior to painting.
- Platforms and ramps shall have locations for attachment of lifting eyes.
- Ramps shall be capable of detaching from the platforms.
- Ramps shall have fully plated bottom support and lag-down tabs.
- A stainless steel junction box shall be provided on each platform to protect wire terminations.
- The interconnect cables shall be provided with military grade connectors.
- Paint shall be a two-component polyamide epoxy paint system.
- Wheel load shall be accurate to within 0.25% of full scale.
- Load Cells:
 - Shall have (4) 25,000 lb. double-ended shear beams
 - Shall be nickel plated alloy steel
 - Shall be environmentally sealed (IP67)
 - Shall provide a 150% full scale safe overload

Specifications for B Tek Clydesdale Landing Gear Scales AX200 (or equal)

These scales shall be moveable for placement under the landing gears of the trailers. All

electrical and instrumentation wiring shall be flexible so as to allow for moving of the trailers from the loading site.

- 1 (one) set floor scales
- Minimum size: 12" x 12"
- Maximum weight = 75 pounds
- 20,000 lb. gross weight each
- No more than a 6" deck height
- Shall have a portable frame with fork pockets
- Hermetically sealed load cells
- Electrical and signal connections shall be flexible for moving between the weighing of each trailer (1 – 3 trailers may be loaded per day)
- Contractor shall supply an efficient way to move these scales for one man operation

Specifications for Rice Lake 920i® Programmable HMI Indicator/Controller (or equal)

- Large (4.6" W x 3.4" H, 320 x 240 pixel) back-lit LCD graphical display
- Universal mounting configuration
- Selectable character sizes from .25" to 1.2"
- 60 configurable operator prompts
- Display up to four scale channels per screen with required legal-for-trade information
- 32 scale accumulators
- Five soft keys with 10 user-defined, 14 preset functions per screen
- 10 programmable display screens
- Millivolt calibration, 5-point linearization and geographical calibration
- NEMA 4X/IP66 stainless steel enclosure
- Selectable A/D measurement rate up to 960/second
- 100 setpoints, 30 configurable setpoint types
- Two slots for option cards
- 1,000-ID truck register for in/out weighing
- 64K user on-board NV RAM
- User programmable 1024K flash memory
- Reflash memory to upgrade firmware
- Power for 16, 350 ohm load cells per A/D board
- 4 communication ports
- Power: 115 VAC, high pot test
- Frequency: 50 or 60 Hz
- Analog Signal Input Range: -10 mV to + 45 mV
- Analog Signal Sensitivity:
 - 0.3 µV/graduation minimum @ 7.5 Hz

- 1.0 μ V/graduation typical @ 120 Hz
- 4.0 μ V/graduation typical @ 960 Hz
- A/D Sample Rate: 7.5 to 960 Hz, Software selectable
- Resolution:
 - Internal resolution: 8,000,000 counts / 8,000,000 bit
 - Weight display resolution: 9,999,999
- System Linearity: \pm 0.01% full scale
- Digital I/O: Four (4) channels on CPU board
- Serial Ports on CPU board to support up to 115,200 bps
 - Port 1: Full Duplex RS-232
 - Port 2: RS-232 with CTS/RTS; PS/2 keyboard interface via DB-9 connector
 - Port 3: Full duplex RS-232, 20 mA output
 - Port 4: Full duplex RS-232, 2-wire RS-485, 20 mA output
- Display: 4.6" W x 3.4" H, 320 x 240 pixel VGA Liquid Crystal Display (LCD) module with adjustable contrast, 75 Hz scan rate 26,000 cd/m² brightness
- Keyboard: 27-key membrane panel, tactile feel, PS/2 port for external keyboard connection
- Warranty: Minimum 2 years, parts and labor

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.

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the City of Plant City, Florida, a municipal corporation under the laws of the State of Florida (“Owner”) and _____, whose address is _____ (“Contractor”).

WHEREAS, Owner desires to retain the Contractor to provide and install New Truck Scales with an Axle Scale System, as described herein; and

WHEREAS, the Contractor represents that Contractor 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 Contractor to provide and install New Truck Scales with an Axle Scale System to the Owner as described in the Invitation for Bid No. 17-009UO-SS as described in its submitted Contractor’s Bid Form, a copy being attached as Exhibit A. The terms of the Invitation for Bid and Contractor’s Bid Form are incorporated herein by this reference. **Notwithstanding, no deviations in the Contractor’s Executed Bid Form from the Invitation for Bid or other Contract documents prepared by the Owner shall be incorporated herein unless expressly provided in this Agreement. Any conflict with the Contractor’s Bid Form and the Invitation for Bid and other contract documents prepared by the Owner shall be construed in favor of the contract documents prepared by the Owner.** The Scope of Work is incorporated herein by this reference.

2. **TOTAL COST.** The total cost for the Scope of Work described in paragraph 1 herein shall be _____.

3. **COMMENCEMENT AND PROGRESSION OF WORK.** Time is of the essence to this Agreement. Work performed by the Contractor will commence sixty (60) days from the date of Owner’s written notice to proceed and to be substantially completed on or before ninety (90) days from the date of Owner’s written notice to proceed. The term “Substantial Completion,” as used herein, shall mean that point at which the Project is at a level of completion in strict compliance with this Contract such that the Owner can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

Final completion shall be completed within 30 days of (i) Substantial Completion, or (ii) the Owner’s delivery to the Contractor of the punch list described in paragraph 5 herein, whichever is later.

4. LIQUIDATED DAMAGES. Contractor acknowledges and agrees that time is of the essence to this Agreement and that if completion and delivery of the Project to the Owner is delayed, Owner will suffer damages which are difficult, if not impossible, to accurately quantify. Accordingly, if Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by this Agreement, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided herein.

(a) For Delay In Substantial Completion. Contractor shall pay Owner the sum of Two Hundred Dollars (\$200.00) per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

(b) For Delay In Final Completion. If Contractor fails to achieve Final Completion within the time described in paragraph 3 herein, Contractor shall pay Owner the sum of One Hundred Dollars (\$100.00) per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

5. PAYMENTS TO THE CONTRACTOR.

(A) The Owner shall pay the Contract Price to the Contractor in accordance with Section 218.70, Florida Statutes (“Local Government Prompt Payment Act”) and the procedures set forth in this paragraph.

(B) When Substantial Completion has been achieved, the Contractor may submit a Payment Request which Payment Request shall be in such format and include whatever supporting

information as may be required by the Owner and a proposed punch list listing of those matters yet to be finished, to the following:

David Buyens
Assistant Utilities Director
City of Plant City
302 West Reynolds Street
Plant City, FL 33563
With a copy to:

Diane Reichard
Chief Financial Officer
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

Notwithstanding anything herein to the contrary, Contractor shall not be paid for equipment and materials until after installation.

Said Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the work has reached Substantial Completion, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

The Owner will thereupon conduct an inspection to confirm that the work is in fact Substantially Complete and shall upon determining that the work is Substantially Complete, shall review and revise, if necessary, the proposed punch list. Upon Owner's confirmation that the work is Substantially Complete, the Owner will so notify the Contractor in writing and will therein set forth the date of Substantial Completion and furnish the final punch list of items that need to be completed for Final Completion. If the Owner, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor ninety percent (90%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;

(C) The Owner shall make payment to the Contractor within twenty-five (25) business days after the date on which the Payment Request is stamped as received as provided in Section 218.74(1), Florida Statutes. The Owner's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth herein. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that

all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed Waiver of Right of Claim Against the Owner from all subcontractors, materialmen, suppliers and other person or entity who has, or might have a claim against the Owner for the work done on the Owner's property. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

(D) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;

(E) The Owner shall have the right to refuse to make payment due to:

(1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;

(2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;

(3) The Contractor's rate of progress being such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be unexcusably delayed;

(4) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or likely to be made, against the Owner or its property;

(6) Loss caused by the Contractor;

(7) The Contractor's failure or refusal to perform any of its obligations to the Owner.

(F) If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner. Any payment not made within thirty (30) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

(G) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner thereof in writing. Thereupon, the Owner will perform a final inspection of the Project. If the Owner is unable to issue its final Approval for Payment and is required to

repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

(H) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner:

(1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) Separate Waiver of Right of Claim Against the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner;

(3) If applicable, consent(s) of surety to final payment;

(4) All product warranties, operating manuals, instruction manuals and other record documents, drawings (including as-built drawings), satisfactory test results and things customarily required of the Contractor, or expressly required herein or set forth in the bid documents, as a part of or prior to Project closeout;

(I) The Owner shall, subject to its rights set forth herein, make final payment of all sums due the Contractor within ten (10) days of the Owner's approval for payment.

(J) In accordance with Section 218.76, Florida Statutes, if a dispute arises between the Contractor and the Owner concerning payment of a Payment Request which is not resolved within 30 days of the Payment Request, the dispute shall be determined by the City Manager pursuant to the following: Proceedings before the City Manager shall commenced within 45 days and concluded within 60 days after the date of the Payment Request was received by the Owner's representative listed in Subparagraph 5(C) herein. The proceedings are not subject to Chapter 120, Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Owner, interest charges begin to accrue 15 days after the City Manager's final determination. If the dispute is resolved in favor of the Contractor, then interest begins to accrue as of the original date the payment became due. Notwithstanding, nothing herein shall prevent the Contractor and City Engineer from resolving the matter prior to final determination of the City Manager.

6. PUBLIC RECORDS.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR 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

Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by Owner in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide Owner 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 Contractor does not transfer the records to Owner; and (d) upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If Contractor transfers all public records to Owner upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology system of Owner.

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 Contractor and increases or decreases in the Contractor's compensation, must be agreed to in writing and signed by both parties in order to be effective.

8. TERMINATION.

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

B. If the Contractor materially breaches this Agreement, the Owner 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 Owner shall

give written notice to the Contractor of any alleged breach and the Contractor shall have ten (10) days from the date of such notice in which to cure the breach before the Owner may proceed under this paragraph.

C. The Owner may terminate this agreement without regard to cause (“termination for convenience”), provided that in such event, the Owner 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. INSURANCE. The Contractor shall have the Owner named as additional insured under the existing insurance policy. In addition, Contractor shall secure and maintain such insurance as required under applicable Workers’ Compensation Acts and Unemployment Compensation Acts and any other federal, state, or local laws or ordinances.

11. INDEMNIFICATION. The Contractor shall be liable for, and shall indemnify, defend and hold the Owner harmless from all claims, suits, judgments or damages, including court costs and reasonable attorneys’ fees, arising out of any death or any other injury that results from the Contractor’s actions, errors, omissions or negligent acts of the Contractor, its agents and employees, in performance of this Agreement.

12. STATEMENT OF ASSURANCE. During the performance of this Agreement, the Contractor assures the Owner that Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Contractor’s employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and the Contractor’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.

13. 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, 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, Contractor assures the Owner 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 agents who are active in management are convicted of a public entity crime, the Contractor shall immediately notify the Owner.

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

15. PERMITS, FEES, TAXES, LICENSES. The Contractor 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 contract. This provision also includes City issued permits.

16. OSHA REQUIREMENTS. Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under, and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Contractor agrees to furnish Material Safety Data Sheets (form OSHA-20) as applicable for hazardous or potentially hazardous products

17. NON-WAIVER. No failure by Owner 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.

18. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to create 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 Contractor to the Owner is that of an independent contractor.

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

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

Owner:

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

With a copy to:

Kenneth W. Buchman, Esquire
City Attorney
City of Plant City
302 West Reynolds Street
Plant City, Florida 33563

Contractor:

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.

21. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; provided however, that this agreement may not be assigned by Contractor to any third party without the prior written consent of the Owner.

22. REPORTS. All data, reports, and other information generated in connection with Contractor's performance under this Agreement is the property of the Owner.

23. 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.

24. WARRANTY. Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of Contractor's warranty. In addition to its warranty obligations set forth herein, Contractor shall be specifically obligated to replace any landscaping and correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from Owner.

25. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties.

26. CAPTIONS. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.

IN WITNESS WHEREOF, parties have caused this instrument, consisting of this Agreement 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.

Owner:

By: _____
Michael Herr
City Manager

ATTEST:

Kerri J. Miller
City Clerk

Approved as form and correctness:

Kenneth W. Buchman
City Attorney

Contractor:

By: _____

Exhibit A
(Contractor's Bid Form)