

Hillsborough County Department of Procurement Services
601 E. Kennedy Blvd. County Center, 18th Floor
P.O. Box 1110
Tampa, FL 33601
www.hillsboroughcounty.org/procurementservices

Telephone (813) 272-5790
FAX: (813) 272-6290

REQUEST FOR PROCUREMENT DOCUMENTS

The attached procurement document contains 6 pages for printing or you may order it from the Department of Procurement Services which will be available for viewing, delivery, or pick-up at Florida Reprographics. To ensure that your documents will be ready when you need them, fax the order form to the Department of Procurement services at least 24 hours in advance.

The order form is located at

<http://www.hillsboroughcounty.org/procurementservices/resources/publications/floridareprographicsorderform0308.pdf> All orders must be faxed to (813) 272-6402. Please contact the Department of Procurement Services at (813) 272-5790, if you are experiencing any problems.

All orders will be forwarded and processed at Florida Reprographics, 633 N. Franklin Street, Tampa, FL 33602, Ph. (813) 221-2094. Bid listing and pricing are available at Florida Reprographics website at <http://www.flrepro.com/hillsboroughcounty.htm> Please contact Florida Reprographics to confirm receipt of your order form and to check its current status.

Florida Reprographics is the exclusive authorized distributor of Hillsborough County Procurement documents for construction projects.

Hillsborough County's certified Minority Business Enterprises (MBE) and registered Small Business Enterprises (SBE) will receive a 50% discount on Bid Documents. For more information contact the Economic Development Department at 601 Kennedy Blvd, 13th Floor, Tampa, FL 33602, (813) 272-5969 or visit <http://www.hillsboroughcounty.org/econdev/enterprise/>

ADDENDUM NUMBER 1
HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601

DATE: June 8, 2009
Page 1 of 1

TO BIDDER: This Addendum is an integral part of the bid package under consideration by you as a Bidder in connection with the subject matter herein identified below. Hillsborough County deems all bid proposals to have been proffered in recognition and consideration of the entire bid package - including all issued addenda. For purposes of clarification, receipt of this present Addendum by a **Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid proposal.**

If the bid proposal has already been received by Hillsborough County Department of Procurement Services, Bidder should return this ADDENDUM in a separate sealed envelope which is clearly marked with the **BID TITLE, BID NUMBER AND OPENING DATE AND TIME**, stated as follows:

BID NUMBER: C-0173-09(DV)

BID TITLE: Installation, Removal and Repair of Sports Lighting Equipment Term Contract

BID OPENING DATE AND TIME: June 11, 2009 at 2:00 P.M.

PLACE: Department of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, Tampa, FL 33602.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED:

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. **Page SC-5, 1.17, F, change last sentence to read: *The Contractor will only be compensated for work that was approved by way of written authorization from the Project Manager supported with a Revised Work Order.***
2. **Clarification: There are no Liquidated Damages in the contract. See attached revised Agreement pages identified as Addendum No. 1.**

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder.

AUTHORIZED SIGNATURE (Bidder)

DATE

TITLE OF PERSON SIGNING ABOVE & TELEPHONE

NAME OF COMPANY

PART D
AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (bid award date for projects subject thereto) by and between the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, hereinafter called COUNTY; and _____ hereinafter called the CONTRACTOR.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for: Installation, Removal and Repair of Sports Lighting Equipment Term Contract

2. This term contract shall commence on the date specified in the Contract Commencement Notice. The County's right to issue work orders will expire when the total value of actual authorized work has equaled the awarded Contract amount (\$250,00.00), or upon the first year anniversary of the Contract Commencement Notice, whichever occurs earliest. The Contract shall expire upon the completion of all authorized work. At the sole discretion of the County, the period for this Contract may be extended for two (2) additional one (1) year period and/or equal dollar amount as specified in the Special Conditions.

Failure by the CONTRACTOR to achieve Substantial and/or Final Completion by the number of days stated in the work order shall entitle the COUNTY to assess liquidated damages in the amounts specified in the Special Conditions. Time is of the essence for the achievement of said work after the issuance of the aforesaid Work Order. The amounts of Liquidated Damages for individual milestone dates are additive for each day of delay they are concurrently in effect. Notwithstanding the foregoing, the maximum liquidated damages which shall be assessed per day shall not exceed the amount of \$ N/A.

3. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within Article 1 of the General Conditions.

4. The total Contract Price for the full and complete performance by the CONTRACTOR of all Work required by the Contract Documents shall not exceed \$250,000.00. For purposes of this term contract, the amount of award will be \$250,000.00. This amount is defined as the upper dollar limit beyond which no further work may be authorized without additional approval of the Board of County Commissioners. Specifically, the amount of award **shall not be construed** as indicating the actual value of work anticipated by the County under this Contract. To the contrary, the actual value of work to be authorized will not be determined until the time of need for that work occurs, and **may be significantly less** than the amount indicated in the award. **There is a minimum guaranteed contract amount of \$25,000.00 usage on this contract.**

5. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the 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 said CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR will comply with Title VI 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 the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

6. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and Payment Bond for the Contract Price within ten (10) days following Notification of Award.

7. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal (Part C) of the following Alternate(s).

No. _____ No. _____ No. _____ No. _____
No. _____ No. _____ No. _____ No. _____

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the Bid Proposal (Part C) for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 4 above.

8. The COUNTY and the CONTRACTOR acknowledge that each addendum specified in this paragraph is made a part of this Agreement.

No. _____ Dated _____ ; No. _____ Dated _____
No. _____ Dated _____ ; No. _____ Dated _____
No. _____ Dated _____ ; No. _____ Dated _____
No. _____ Dated _____ ; No. _____ Dated _____
No. _____ Dated _____ ; No. _____ Dated _____

9. This Agreement and any changes thereto constitute the entire agreement between CONTRACTOR and COUNTY relating to the Work. There are no previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth herein.

10. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on COUNTY unless in writing and executed by the BOARD OF COUNTY COMMISSIONERS.

11. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

12. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair COUNTY'S rights with respect to any liabilities, whether or not liquidated, of CONTRACTOR to COUNTY heretofore accrued.

13. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition to and not limited to any otherwise imposed or available by law or statute or special guarantee.

14. CONTRACTOR shall remain an independent CONTRACTOR and shall have no power, nor shall CONTRACTOR represent that CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.

15. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST: Pat Frank
Clerk of the Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR:

WITNESS

BY:
(SEAL)
Authorized Corporate Officer or Individual
(Sign Before a Notary Public)

WITNESS

(Printed name of signer)

(Printed title of signer)

(Business Address of Contractor)

(Phone number of signer)

