

# THE CITY OF TREASURE ISLAND, FLORIDA

## Invitation to Bid NO: ITB 1819-01 October 26, 2018

### DUMPSTERS

Sealed Bids may be hand-delivered or mailed to City of Treasure Island City Hall, 120 – 108<sup>th</sup> Ave, Treasure Island, FL 33706 to the attention of the Public Works Director. All Bids, **with original signature and two (2) additional copies** must be received by **no later than Friday, November 30, 2018 at 2 PM**. Sealed Bids shall be submitted on the City's official **Bid Form**. All envelopes shall be clearly marked **DUMPSTER BID**.

Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 – 108<sup>th</sup> Ave, Treasure Island, the Bids received will be publicly opened and read aloud. Any Bids received after the specified date and time will not be considered. The public meeting will be held at the City of Treasure Island Public Works Conference Room, located at 152 – 108<sup>th</sup> Ave, Treasure Island. Persons with disabilities requiring reasonable accommodations to participate in this proceeding/event should call (727) 547-4575, no later than seven (7) days prior to the proceeding.

The ITB document may be obtained from the Internet via the City's Website [www.mytreasureisland.com](http://www.mytreasureisland.com). Questions concerning the ITB should be submitted by email to [mhelfrich@mytreasureisland.org](mailto:mhelfrich@mytreasureisland.org) by **Friday November 16, 2018 at 3 PM**. All questions will be answered and posted on the City's website by **Wednesday, November 21, 2018 at 3 PM**.

The City of Treasure Island reserves the right to accept or reject any or all Bids, to waive technical errors irregularities, or informalities in any Bids received, and to accept the Bid which is deemed by the City to best serve the City.

**SECTION I  
SCOPE OF WORK**

**1 Yard, 2 Yard & 3 Yard – 20 to 40 Dumpsters**

**The dumpsters supplied to the City must meet the following specifications. This checklist must be completed and submitted with the bid.**

Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Built with **10 gauge** steel \_\_\_\_\_

1 – yard should be square and the 2 & 3 yard should have angled front. \_\_\_\_\_

Have a 3” high “17”, “18”, or”19” engraved on the back top rail depending on the year made. \_\_\_\_\_

All Dumpsters **primed and painted inside and out including bottom with Porter Glyptex Urethane Enamel High Gloss Medium Green #4133 paint or equivalent** \_\_\_\_\_

All wheels must be rubber coated with cast iron wheels with grease fittings, no plastic wheels. \_\_\_\_\_

All wheels must be attached using a caster pad, allowing for easy replacement. \_\_\_\_\_

The caster pad must be welded to a C channel that is welded to the bottom of the dumpster. \_\_\_\_\_

The C channel should not extend any longer than 8” from the front of the dumpster and 2” in from each side of the dumpster. \_\_\_\_\_

All dumpsters should have 3 – 1” by 4” C channel’s welded on the front of the dumpster for kick bar contact. \_\_\_\_\_

The bar that attaches to the front of the dumpster should Not be longer than 78” and should be 1 ½” in diameter. \_\_\_\_\_

Maximum of 2 lids per dumpster. \_\_\_\_\_

No hooks on the dumpster. \_\_\_\_\_

One handle on each side should be provided for rolling dumpster. \_\_\_\_\_

Plugs need to be provided for drain holes. \_\_\_\_\_

Price includes delivery. \_\_\_\_\_

Quantity could change due to cost and demand. \_\_\_\_\_

**SECTION II**  
**GENERAL INSTRUCTIONS**

**Bid Format**

The Bid must be signed by individual(s) legally authorized to bind the Contractor.

**Submission Procedures**

Two (2) copies of the Bid and one original are to be submitted in a sealed envelope to:

*Mike Helfrich, Director Public Works  
City of Treasure Island  
120 108<sup>th</sup> Avenue  
Treasure Island, FL 33706*

To prevent opening by unauthorized individuals, your Bid should be identified on the envelope or wrapper as follows:

**DUMPSTER BID**

**Name of Contractor**

**Address of Contractor**

The deadline for submission of Bids is **Friday, November 30, 2018 at 2:00 PM** Bids may not be withdrawn after the submission deadline.

**Additional Information and Specification Changes**

Request for additional information and questions should be addressed to Hal Bruce, Purchasing Coordinator by email at [hbruce@mytreasureisland.org](mailto:hbruce@mytreasureisland.org). Questions and requests for additional information must be submitted by e-mail by **Friday November 16, 2018 at 3 PM**. All questions will be answered and posted on the City's website by **Wednesday, November 21, 2018 at 3 PM**. No oral interpretations or answers will be made to any Bidder as to the meaning or specifications of the scope of this ITB. It is the further responsibility of each Bidder to determine whether any addenda have been issued to this ITB and to incorporate any such addenda into the submission of qualifications. Bidders can locate issued addenda via the "Business / Request for Bids" section of the City's website at [www.mytreasureisland.com](http://www.mytreasureisland.com).

SECTION III  
BID FORMS

BID PRICE SHEET

**DUMPSTERS**  
**1 YARD, 2 YARD & 3 YARD**

A. NET DELIVERED PRICE EACH: 1 YARD – \_\_\_\_\_

B. NET DELIVERED PRICE EACH: 2 YARD – \_\_\_\_\_

C. NET DELIVERED PRICE EACH: 3 YARD – \_\_\_\_\_

TOTAL OF AVERAGE COST – LINE A, B, & C \_\_\_\_\_

DELIVERY SCHEDULE \_\_\_\_\_

LIST ANY EXCEPTIONS TO SPECIFICATIONS \_\_\_\_\_

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COMPANY NAME \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

**QUALIFICATIONS STATEMENT**

**SUBMITTED BY:**

Official Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBMITTED TO:** City of Treasure Island

**SUBMITTED FOR:** No. ITB 1819-01 Dumpsters

**BIDDERS CONTACT INFORMATION:**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**AFFILIATED COMPANIES:**

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership (General or Limited): \_\_\_\_\_

Name and Address of Each Partner: \_\_\_\_\_

CORPORATION

State of Incorporation: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Executive Officers: \_\_\_\_\_

Chief Executive Officer: \_\_\_\_\_

President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

JOINT VENTURE

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

**BIDDERS GENERAL INFORMATION**

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Years of Business under License Number: \_\_\_\_\_

If nonresident, proof of authority to do business in the State of Florida. Attach with form submission.

Primary type of work your company performs: \_\_\_\_\_

Number of people permanently employed: \_\_\_\_\_

Is this organization an equal employment opportunity employer? \_\_\_\_\_

Does this organization have a written drug and alcohol policy? \_\_\_\_\_

Does this organization have a Drug-Free Workplace program pursuant to Section 287.087, Florida Statutes?  YES  NO

If yes, include Attachment in this Section

**1. BIDDERS BUSINESS REFERENCES**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**2. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_



Current Experience:

List the most recent projects your organization has had in work similar in type and size to the work proposed in this Bid: (If Joint Venture list each participant's projects separately).

Previous Experience:

List other projects your organization has completed that may be of interest? (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a contract awarded to it?

YES  NO

If YES, list below or as an attachment and state why. Include Project's contact information. \_\_\_\_\_

\_\_\_\_\_

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

REQUIRED ATTACHMENTS

1. Recent Similar Experience.
2. Additional items as pertinent to this ITB.

COMPANY \_\_\_\_\_

The undersigned, as Bidder, does declare that no other persons other than the Bidder has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person or persons making a Bid for the same articles, and it is in all respects fair and without collusion or fraud. More than one Bid received for the same work from an individual, firm, partnership, corporation or joint venture under the same name nor different names will not be considered. Reasonable grounds for believing that any Bidder, has interest in more than one Bid for the same work will cause the rejection of all Bids that the Bidder is interested. If there are reasonable grounds for believing collusion exists among Bidders, the Bids of participants will not be considered.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. The Bidder, by signing below, accepts all of the terms and conditions of the Bid and makes all representations required by the General Conditions.

The Bidder agrees if this Bid is accepted to contract with the City of Treasure Island, Florida, in the form of contract specified, to furnish all material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to provide the work in the Bid.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**DRUG-FREE WORK PLACE CERTIFICATE**

**IDENTICAL TIE BIDS:** Pursuant to Section 287.087 of the Florida Statutes, preference will be given to businesses with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a Drug-Free Work Place Program will be given preference in the award process. Established procedures for processing tie Bids will be followed in the event that none of the tied bidders have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company’s policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted or who has pled.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

## SECTION IV GENERAL CONDITIONS

To ensure acceptance, all contractors submitting Bids to the City of Treasure Island will be governed by the following conditions, attached specifications, and Bid form(s) unless otherwise specified. Bids not submitted on the Bid form(s) provided will be rejected, and the Bids not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions will be directed by e-mail to Mike Helfrich, PE, Director of Public Works at [mhelfrich@mytreasureisland.org](mailto:mhelfrich@mytreasureisland.org) as instructed on the Request for Bid page 1. Interpretations will be posted on the City's website. The Director of Public Works will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **Bidder Representations.** It is the responsibility of each Bidder before submitting a Bid to:

- i. examine and carefully study the Bid Documents, and any data and reference items identified in the Bid Documents;
- ii. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- iii. agree that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents;
- iv. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution thereof by the City is acceptable to Bidder;
- v. determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- vi. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

3. **Sealed Bids.** The specifications and all executed Bid Forms must be submitted in a sealed envelope. An authorized representative of the Bidder must sign all Bids. The face of the Bid envelope must be plainly marked identifying the item(s) and the date of the Bid opening. No Bids will be accepted after closing time for receipt of Bids, nor will any offers by telephone, fax or internet e-mail be accepted.

4. **Intent of Specifications.** It is the intent of the specifications described a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

5. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating Bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The City Manager is the final authority in determining the acceptability of any exceptions to specifications.

6. **Approved Equivalents or Equals.** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the Bid. The Bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Treasure Island reserves the right to determine acceptance of proposed equivalent of equal items.

7. **Delivery.** Bid quotations include all freight costs to Treasure Island, Florida to a point(s) specified in the Contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City of Treasure Island until after receipt of delivery has been acknowledged by authorized representative of the City of Treasure Island.

8. **Mistakes.** Bidders are expected to examine the conditions, scope of work, Bid prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Bidder's risk. The actual unit prices of Bid will govern an award.

9. **Bid Withdrawals.** A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids. Withdraw of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid submission deadline date and time. After expiration of the period for receiving Bids, no Bid may be modified or withdrawn.

10. **Selection of Bid.** Prior to contract award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bid and any proposed subcontractors,

suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Bidder is responsible, the City will consider the qualifications of the Bidder and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Bid Documents. The City will also consider whether the Bidder is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Bidder that it believes is appropriately qualified, responsible, and responsive.

**11. Bid Results.** The Bid price on the original sublimated Bid form will be the price used for ranking the Bids in the bid opening.

**12. Award of Bids.** Recommendation for award of Bid are made to the City Commission based on the lowest, responsive, and most responsible Bidder meeting all conditions and requirements of the specifications. The contract awarded will be legally binding on both parties at the time of award by the City Commission.

**13. Rejection of Bids.** The City of Treasure Island reserves the right to accept or reject any or all Bids.

**14. Identical Tie Bids.** In the event that two or more Bids are identical in price, preference will be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is enclosed.

**15. Protests.** Bidders who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice will be given to the Purchasing Coordinator Hal Bruce within five (5) working days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation. The protest must state the grounds for the protest and the action requested. Bids not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

**16. Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Bidder may contact the City's main office as specified on page 1 of this Request for Bid, to address situations such as clarifications relating to the procurement process or Bidder protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Bidder/protestor any member of the Bidder's/protestor's staff, any agent or representative of the Bidder/protestor, or any person employed by any legal entity affiliated with or representing a Bidder/protestor, is strictly prohibited from the date of the advertisement, or on a date

otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Bidder/protestor will result in the disqualification or rejection of the Bid, quotation, statement of qualification, bid or contract, and may lead to debarment of the Bidder or Bidder/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any request for Bid, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

**17. Bids From Related Parties or Multiple Bids Received From One Bidder.** Where two (2) or more related parties each submit a Bid or multiple bids are received from one (1) bidder, for any contract, such Bids will be judged non-responsive. Related parties mean Bidders or the principles thereof, which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principles thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract.

**18. Assignment/Subcontracting/Corporate Acquisition and/or Mergers.** The Contractor shall perform this Contract. If a Bidder intends to subcontract a portion of this work, the Bidder must disclose that intent in the Bid. No assignment or subcontracting will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception will constitute approval for purposes of this Contract.

**19. Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor must provide such additional requirements as may become necessary.

**20. Required Disclosure.** With its Bid submission the Bidder must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a Bidder whose stock is publicly owned and traded.

At its sole discretion, the City may reject any Bid the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the disclosure required in this Section. By submitting a Bid, Bidder recognizes and accepts that the City may reject the Bid based upon the exercise of its sole discretion and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

**21. Public Entity Crimes.** By submitting a Bid, each Bidder is confirming that the company has not been placed in the convicted vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

a. A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide 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, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

b. A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a contract to provide 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 for a period of 36 months from the date of being placed on the discriminatory vendor list.

Additionally, by engaging in business with the CITY, each Bidder confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135, Florida Statutes or engaged in a boycott of Israel or, for goods or services over one million dollars, Bidders confirm they are not on any of the scrutinized company lists identified in Section 287.135, Florida Statutes or engaged in any such activity identified in that section.

a. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel.

b. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created



pursuant to Section 215.473 of the Florida Statutes or engaged in business operations in Cuba or Syria.

On a case-by-case basis, the CITY may permit those companies identified above to bid on, submit a proposal for, or enter into or renew a contract with the CITY for goods or services providing all statutory conditions outlined in Section 287.135 (4) are met.

**22. Tax.** The City of Treasure Island is exempt from all State and local sales tax.

**23. Payment of Invoices.** The City of Treasure Island issues checks for payment of invoices on the 1<sup>st</sup>, and 3<sup>rd</sup> Friday of every month. The signed purchase order and a correct invoice must have been received before payment can be made. All purchases are subject to availability of funds in the City's budget (see paragraph 24.).

**24. Appropriations Clause.** By submitting a Bid, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

**25. Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Bids received in response to these specifications, and govern any and all claims between person(s) submitting a Bid and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Bidder concerning any of the aforementioned will not constitute a cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

**26. Licenses, Registration and Certificates.** Each Bidder must possess at the time of submitting its bid all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Treasure Island. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

**27. Permits and Taxes.** The Bidder shall procure all permits (no cost), pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**28. Public Records.** By submitting a Bid, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after Bid opening pursuant to Section

119.07 of the Florida Statutes. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this ITB will be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

**29. Unauthorized Aliens.** The City of Treasure Island will consider the employment by the Bidder of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

**30. Utilities.** The City of Treasure Island will not provide utilities such as water, electricity or refuse pickup unless noted in Bid documents.

**31. Termination.** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause, whenever the City determines, in its sole discretion that such termination is in the best interests of the City. A Notice of Termination will be effective if delivered to the Bidder at least five (5) calendar days prior to the termination date contained in the Notice. The Notice of Termination shall specify the extent to which performance will be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price will be made for the completed service, but no amount will be allowed for anticipated profit on unperformed services.

**32. Conflict of Interest.** The Bidder represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required in the Contract. The Bidder further represents that no person having any such interest will be employed by him/her during the agreement term and any extensions.

The Bidder shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided in the Contract. Such written notification must identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Bidder. The City agrees to notify the Bidder of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Bidder.

**33. Inspector General.** The Bidder understands and will comply with Section 20.055(5) of the Florida Statutes and agrees to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to that section if a Bid is awarded.

[Remainder of Page Intentionally Left Blank]

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE**

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM AGREES TO COMPLY WITH AND ACCEPTS THE GENERAL CONDITIONS.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_