

THE CITY OF TREASURE ISLAND, FLORIDA
Invitation to Bid NO: ITB 1617-11
January 27th, 2017

JULY 4TH FIREWORKS DISPLAY FOR 2017, 2018 & 2019

Sealed Bids may be hand-delivered or mailed to City of Treasure Island City Hall, 120 – 108th Ave., Treasure Island, FL 33706 to the attention of the Purchasing Coordinator. All Bids, **with original signature, one (1) additional copy** must be received **no later than Friday, March 3rd at 2:00 PM**. All bids shall be submitted on the City’s official Bid Form. **All envelopes shall be clearly marked “2017, 2018 & 2019 Fireworks Display”.** Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island and immediately following the deadline for receipt of the bids, those 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 – 108th 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 and/or VendorRegistry. Any questions should be addressed to Hal Bruce at hbruce@mytreasureisland.org by Friday February 10th at 3:00 PM. All questions will be answered and posted on the City’s website by Wednesday, February 15th at 3:00 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**

The scope of work to be performed shall consist of but not be limited to the following shall:

1. The fireworks aerial display show shall consist of a grand opening, body and finale at minimum.
2. The shells shall be color shells and should range in size from 3” in diameter to 8” in diameter.
3. The duration of the show shall be no shorter than 20 minutes or longer than twenty-five (25) minutes.
4. The Bidder shall submit in writing the amount, type and size of shells to be used in the grand opening, body and finale of the proposed fireworks show.
5. The Bidder shall provide at least one (1) certified pyro technician, and an appropriate number of assistants to deliver, set up and deploy the show.
6. The bidder shall obtain all required local, county and state fireworks permits.
7. The bidder shall obtain a Minimum \$1,000,000 Public Liability Insurance policy naming the City of Treasure Island as an additional insured. Complete insurance requirements are located in Section IV General Conditions, Paragraph 33 Insurance Requirements.
8. The Bidder shall complete the fireworks aerial display on the following dates unless there is inclement weather including but not limited to rain, the fireworks aerial display shall be completed on the following corresponding “rain dates”:

Date	Corresponding Rain Date
July 4, 2017	July 5, 2017
July 4, 2018	July 5, 2018
July 4, 2019	July 5, 2019

The City shall incur no additional charges should the fireworks display be rescheduled due to inclement weather.

9. The technicians shall deliver the shells to the beach located at Treasure Island Gulf Front Park, 10400 Gulf Boulevard, Treasure Island, FL 33706.
10. The City of Treasure Island will have an approximate area of six hundred fifty feet (650’) minimum viewing distance from the display site. Security will be available in the defined area.
11. The display shall be delivered by 2:00 PM and set up in time for the 9:00 PM show.
12. The City of Treasure Island reserves the right to inspect and count the fireworks.
13. The Bidder shall be responsible for the cleanup of debris from the fireworks in the display area and adjacent areas to be completed the morning after the show.

The City has Funds of \$25,000.00 in the budget for each of the next three years, as approved.

**SECTION II
GENERAL INSTRUCTIONS**

Bid Format

All Bids must be typewritten. Legibility, clarity, and completeness are essential. The Bid must be signed by individual(s) legally authorized to bind the Contractor.

Submission Procedures

One (1) copy of the Bid and one original are to be submitted in a sealed envelope to:

*Hal Bruce, Purchasing Coordinator
City of Treasure Island
120 108th Avenue
Treasure Island, FL 33706*

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

**THE CITY OF TREASURE ISLAND, FLORIDA
Invitation to Bid No. 1617-11
JULY 4TH FIREWORKS DISPLAY FOR 2017, 2018, 2019**

Name of Contractor: _____

Address of Contractor: _____

The deadline for submission of Bids is **Friday, March 3, 2017 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. Questions and requests for additional information must be submitted by e-mail by **Friday, February 10, 2017 at 3:00 PM.** All questions will be answered and posted on the City's website by **Friday, February 15, 2017 at 3:00 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.

**SECTION III
BID FORMS**

BID PRICE SHEETS

**ITEM
DATA SHEET FOR 2017**

This form must be completed and submitted with the bid.

OPENING	
3" shells	
4" shells	
5" shells	
6" shells	
BODY	
3" shells	
4" shells	
5" shells	
6" shells	
8" shells	
FINALE	
3" shells	
4" shells	
5" shells	
6" shells	
8" shells	
TOTAL # OF SHELLS	
TOTAL COST	

**ITEM
DATA SHEET FOR 2018**

This form must be completed and submitted with the bid.

OPENING	
3" shells	
4" shells	
5" shells	
6" shells	
BODY	
3" shells	
4" shells	
5" shells	
6" shells	
8" shells	
FINALE	
3" shells	
4" shells	
5" shells	
6" shells	
8" shells	
TOTAL # OF SHELLS	
TOTAL COST	

**ITEM
DATA SHEET FOR 2019**

This form must be completed and submitted with the bid.

OPENING	
3" shells	
4" shells	
5" shells	
6" shells	
BODY	
3" shells	
4" shells	
5" shells	
6" shells	
8" shells	
FINALE	
3" shells	
4" shells	
5" shells	
6" shells	
8" shells	
TOTAL # OF SHELLS	
TOTAL COST	

Fireworks Company: _____

Owner: _____

Street Address: _____

State: _____ Zip Code: _____ Telephone #: _____

Signature: _____ Title: _____

Print name: _____ Federal License #: _____

Email: _____

Date: _____ **TOTAL BID:** _____

List any Exceptions to Specifications

Is data sheet complete and attached ____ Yes ____ No

Are the 2017, 2018, 2019 data sheets complete and attached ____ Yes ____ No

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QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR **ITB NO. 1617-11**
JULY 4TH FIREWORKS DISPLAY
FOR 2017, 2018 & 2019

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: _____

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City of Treasure Island
ITB 1617-11
July 4th Fireworks Display
January 2017

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 herein: (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 your organization 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.

COMPANY _____

The undersigned, as Bidder, does declare that no other persons other than the Bidder herein named 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, Florida Statutes, preference shall 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 shall 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 shall:

- 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 shall be governed by the following conditions, attached specifications, and Bid form(s) unless otherwise specified. Bids not submitted on the Bid form(s) provided shall be rejected, and the Bids not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions shall be directed by e-mail to Hal Bruce, Recreation Director at hbruce@mytreasureisland.com as instructed on the Request for Bid page 1. Interpretations will be posted on the City's website. The Recreation Director shall 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 shall 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 attached hereto to set forth and describe 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 Equivalent 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 shall include all freight costs to Treasure Island, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall 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 shall 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 shall 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 shall 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 shall be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice shall 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 shall state the grounds for the protest and the action requested. Bids or Bids not meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner shall be furnished a copy of the written determination and recommendation.

16. **Lobbying.** Lobbying shall be prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or Bids or the aware 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 Bids, request for qualifications, bids, purchasing contracts, or bid protests, by the Bidder/protestor any member of the Bidder's/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 shall 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 shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to 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 shall be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied shall 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 shall 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 shall be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall 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 shall not be unreasonably

exercised by the City, shall include, but not be 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 shall 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 shall provide such additional requirements as may become necessary.

20. **Required Disclosure.** With its Bid submission the Bidder shall 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 shall 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 herein. 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 vendors 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 discriminatory vendor list, may not submit a bid or Bid on a contract to provide goods or services to a public entity, may not submit a bid or Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Bids 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 discriminatory vendor list.

b. A 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 or Bid on a contract to provide goods or services to a public entity, may not submit a bid or Bid on a contract

with a public entity for the construction or repair of a public building or public work, may not submit bids or Bids 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 in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted offender list.

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 1st, and 3rd 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 shall remain in effect. The City shall, 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 shall govern the development, submittal and evaluation of all Bids received in response to these specifications, and shall 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 shall 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 shall 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 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 shall 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 shall consider the employment by the Bidder of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall 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 shall determine, in its sole discretion that such termination is in the best interests of the City. A Notice of Termination shall 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 shall be terminated, and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

32. **Conflict of Interest.** The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall 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 hereunder. Such written notification shall 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. **Insurance Requirements.**

A. **Workers' Compensation Insurance**

Provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure benefits of the Florida Workers' Compensation Law for all employees. If subletting any of the work, ensure that the employees of the subcontractors are covered by similar insurance.

B. **Successful Bidder Public Liability and Property Damage Liability Insurance**

Furnish evidence to the City that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and, regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Cause the City to be an additional insured party on the Contractors' Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

C. **Submission and Approval of Policies; Termination**

Furnish two copies of each required policy to the City. Provide all insurance policies in such form and with insurers that are acceptable to the City. Keep insurance in force until the City accepts that the Contractor has satisfactorily completed all work required under the Contract.

D. **Contractors Commercial Automobile Liability Insurance**

Contractors shall provide evidence of Commercial Automobile Liability coverage, with a minimum combined single limit of \$1,000,000. Contractors shall provide general liability with a minimum single limit of \$1,000,000. Coverage shall include owned, non-owned, hired, and rented vehicles.

E. Insurance on Contractors, Subcontractors, and Licensees

If, in connection with the Contract, the contractor, subcontractor, or licensee is to perform work by or on behalf of the Contractor, the Contractor shall require any such contractor, subcontractor, or licensee to provide insurance in the same manner as required by the Contractor.

F. Contractor's Insurance Primary

The insurance provided by the Contractor and its contractors or subcontractors, including that provided to the City as an insured, shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor and its contractors, or subcontractors. Deductible or self-insurance retention will be permitted in accordance with industry standards, provided that the Contractor has the financial wherewithal to cover the deductible or self-insured retention amounts.

G. Insurance is Additional Remedy

Compliance with these insurance requirements shall not limit the liability of the Contractor or its contractors or subcontractors. Any remedy provided to the City by the insurance provided by the Contractor and its contractors or subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under contract or otherwise.

H. No Waiver

Neither approval nor failure to disapprove insurance furnished by the Contractor or its contractors or subcontractors shall relieve the Contractor, contractor or subcontractor from responsibility to prove insurance as require

I. Indemnification Requirements

The Contractor will be required to agree to a provision requiring that it indemnify, defend, and hold harmless the City, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Contractor, its agents, or employees during the performance of the Contract.

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED
HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL
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: _____

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EXHIBIT B
BID

00746673-3

City of Treasure Island
ITB 1617-11
July 4th Fireworks Display
January 2017

EXHIBIT C
CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND _____
PERTAINING TO
JULY 4TH FIREWORKS DISPLAY FOR 2017, 2018 & 2019
CONTRACT NUMBER CP-1617-11

This CONTRACT is made and entered into on the ___ day of _____, 2017 (“**Effective Date**”), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 (“**CITY**”), and _____, FEIN _____, whose address is _____ (“**CONTRACTOR**”), collectively (the “**Parties**”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for **JULY 4TH FIREWORKS DISPLAY FOR 2017, 2018 & 2019** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **JULY 4TH FIREWORKS DISPLAY FOR 2017, 2018 & 2019** in the City of Treasure Island.

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

Section 1. SCOPE OF WORK.

The Scope of Work/Service is specifically identified in the City’s ITB 1617-11, but is not limited to the following: The fireworks aerial display show should consist of at least a grand opening, body and finale.

1. The fireworks aerial display show shall consist of a grand opening, body and finale at minimum.
2. The shells shall be color shells and should range in size from 3” in diameter to 8” in diameter.
3. The duration of the show shall be no shorter than 20 minutes or longer than twenty-five (25) minutes.
4. The Bidder shall submit in writing the amount, type and size of shells to be used in the grand opening, body and finale of the proposed fireworks show.
5. The Bidder shall provide at least one (1) certified pyro technician, and an appropriate number of assistants to deliver, set up and deploy the show.
6. The bidder shall obtain all required local, county and state fireworks permits.
7. The bidder shall obtain a Minimum \$1,000,000 Public Liability Insurance policy naming the City of Treasure Island as an additional insured. Complete insurance requirements are located in Section IV General Conditions, Paragraph 33 Insurance Requirements.
8. The Bidder shall complete the fireworks aerial display on the following dates unless there is inclement weather including but not limited to rain, the fireworks aerial display shall be completed on the following corresponding “rain dates”:

Date	Corresponding Rain Date
July 4, 2017	July 5, 2017
July 4, 2018	July 5, 2018
July 4, 2019	July 5, 2019

The City shall incur no additional charges should the fireworks display be rescheduled due to inclement weather.

9. The technicians shall deliver the shells to the beach located at Treasure Island Gulf Front Park, 10400 Gulf Boulevard, Treasure Island, FL 33706.
10. The City of Treasure Island will have an approximate area of six hundred fifty feet (650’) minimum viewing distance from the display site. Security will be available in the defined area.
11. The display shall be delivered by 2:00 PM and set up in time for the 9:00 PM show.
12. The City of Treasure Island reserves the right to inspect and count the fireworks.
13. The Bidder shall be responsible for the cleanup of debris from the fireworks in the display area and adjacent areas to be completed the morning after the show.

The City has Funds of **\$25,000.00** in the budget for each of the next three years, as approved.

SECTION 2. **TERM.**

The term of this Contract shall become effective on the date of execution and continue through three (3) years from the effective date.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.

c. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

d. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. **STANDARD OF CARE.**

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the

CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract shall be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees, for the consideration herein, a Not To Exceed Amount of:

July 4th 2017 \$_____

July 4th 2018 \$_____

July 4th 2019 \$_____

And in addition to supply the number and size of shells provided in the bid proposal and attached in Exhibit B, Bid for **JULY 4TH FIREWORKS DISPLAY FOR 2017, 2018 & 2019** at its own cost and expense, to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached bid. The CITY shall have at all time, full opportunity to inspect the materials to be furnished and the Work to be performed under this Contract.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The City may terminate this Agreement with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this Contract due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments shall be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in Section IV General Conditions, Paragraph 33 Insurance Requirements, of ITB 1617-11, to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing the Notice to Proceed to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.

SECTION 9. CITY OBLIGATIONS.

At the CONTRACTOR’S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid for No. ITB-1617-11.
2. Bid submitted by CONTRACTOR on _____.

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Contract dated _____ and any attachments.
- C. Invitation to Bid, No. ITB-1617-11.
- D. Bid submitted to the City of Treasure Island by
CONTRACTOR on _____.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the parties hereto.

SECTION 12. INDEPENDENT CONTRACTOR.

This Contract does not create an employee/employer relationship between the parties. It is the parties’ intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the

following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgement of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder.

SECTION 13. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 14. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

SECTION 15. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omission of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold

harmless actions shall not be limited by any insurance amounts required hereunder. This provision shall survive termination of the Contract.

SECTION 16. **SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 17. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR'S operations of the premises, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 18. **BINDING EFFECT.**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. **ASSIGNMENT.**

This Contract shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 20. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Contract. It is understood by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 21. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Contract, or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. **MODIFICATION.**

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 23. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 24. **ADMINISTRATIVE PROVISIONS.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Contract and shall have no force or effect thereon.

SECTION 25. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Contract immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 26. **EMPLOYMENT ELIGIBILITY VERIFICATION**
(E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Contract is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify

Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the Contract; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 27. JOINT AUTHORSHIP.

This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the parties hereto.

SECTION 28. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 29. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Contract, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY

also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Contract based upon its findings in this audit without regard to the termination provision set forth herein

SECTION 30. **SCHEDULE.**

The CONTRACTOR agrees to commence work under this CONTRACT within ten (10) days from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work.

SECTION 31. **PUBLIC RECORDS.**

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

- d. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, cityclerk@mytreasureisland.org, City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

SECTION 32. NOTICE.

All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, whereupon notice shall be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY shall be made to the CITY at:

City of Treasure Island
Attention: Hal Bruce, Purchasing Coordinator
120 – 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
hbruce@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Company:
Attention:
Address:
Phone:
Fax:
Email:

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of

notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 33. MISCELLANEOUS.

- i. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.
- ii. CONTRACTOR and any Subcontractors understand and will comply with Section 22.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.
- iii. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party.
- iv. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated

otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

v. Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

vi. This Contract shall be executed by the respective dully authorized officials, and shall take effect as of the day and year first above written.

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

Witnesses:

As To Contractor

By: _____
Name

By: _____
Name

As To City of Treasure Island

Attest: _____

By: _____

Approved as to form:

By: _____

City Attorney