

THE CITY OF TREASURE ISLAND, FLORIDA

REQUEST FOR PROPOSAL NO: RFP 1617-5 January 3, 2017

SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT

Sealed Proposals 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 Proposals, **with original signature and four (4) additional copies** must be received by **no later than Friday, February 3rd at 2 PM.** Sealed Proposals shall be submitted on the City's official **Proposal Form**. All envelopes shall be clearly marked **Special Magistrate Services for Code Enforcement.**

Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island, the Proposals received will be publicly opened and read aloud. Any Proposals received after the specified date and time will not be considered. On Wednesday, February 15th, 2017 at 2 PM the evaluation committee consisting of the City Attorney, City Manager and the Community Improvement Director will meet in a public meeting to discuss and decide on the lowest responsive responsible Proposal. 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 RFP document may be obtained from the City of Treasure Island City Hall, 120 108th Avenue, Treasure Island, FL 33706, phone (727) 547-4575 or from the Internet via the City's Website www.mytreasureisland.com. Questions concerning the RFP should be submitted by email to pcohen@mytreasureisland.org by Tuesday January 17th 2017, at 3 PM. All questions will be answered and posted on the City's website by Tuesday January 24th at 3 PM.

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

SECTION I OBJECTIVES

The City of Treasure Island is seeking proposals for contracted Code Enforcement Special Magistrate Services. It is the intent of the City of Treasure Island to promote, protect and improve the health, safety and welfare of its citizens by appointing a Code Enforcement Special Magistrate with the authority to affirm or overturn administrative fines and other non-criminal penalties pursuant to civil citations issued by law enforcements and/or code enforcement officers and/or the building official in order to provide an equitable, expeditious, effective and inexpensive method of enforcing the codes and ordinances of the City.

SECTION II SCOPE OF WORK

Services will include the following to the extent approved by the City Commission. The scope of work to be performed by the awarded firm/individual may consist of, but not be limited to the following:

- The special magistrate shall conduct hearings relating to violation of the Code of Ordinances and Land Development Regulation including but not limited to violations of the business tax receipt regulations, fire, building, zoning, sign and other related codes in force in the City of Treasure Island. It is not the function of the special magistrate to initiate enforcement proceedings or to inspect for code violations.
- The special magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists.
- The special magistrate shall serve at the pleasure of the City Commission, and shall not be deemed a City employee.
- The special magistrate will review and understand all relevant codes, ordinances and Florida Statutes relative to the service provided.
- The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the special magistrate's activities and assist in the proper performance of duties. The special magistrate shall not be authorized to engage, hire, or use any person, except those provided by the City to assist in the performance of duties.
- The special magistrate shall have the jurisdiction and authority to affirm or modify any penalties imposed by the issuance of a civil citation pursuant to Section 1-15 "General penalty; continuing violations" of the City Code of Ordinances.
- The special magistrate has the jurisdiction and authority to determine the amount reasonable expenses incurred by the City as a result of orders issued pursuant to the authority granted.
- The jurisdiction of the special magistrate is not exclusive. An alleged violation of a code provision may be pursued by appropriate remedy in court at the option of the City and nothing shall prevent the City from taking such other lawful action, including but not limited to resorting to equitable action, as is necessary to enforce the provisions of respective City codes or ordinances.
- All hearings before the special magistrate shall be conducted so as to ensure fundamental due process.

- The special magistrate shall take testimony from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath. The special magistrate shall have the power to administer an oath to any witness.
- As soon as practicable after the conclusion of the hearing, the special magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue a written order affording the proper relief consistent with powers granted within City code and consistent with Chapter 162, Florida Statutes, no later than 5 working days after the hearing.
- The special magistrate shall be bound by the interpretations and decisions of duly authorized boards of the City concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.
- All other relevant assignments relating to code enforcement special magistrate services, as requested.

SECTION III MINIMUM QUALIFICATIONS

- The special magistrate shall be licensed to practice law in the state of Florida for a minimum of 5 years.
- Be a member of the Florida Bar in good standing who possesses an outstanding reputation for civic pride, interest, responsibility, and business or professional ability.
- A minimum of five (5) years prior legal experience, preferably experience in government law, quasi-judicial proceedings, criminal law and/or administrative law.
- Respondent must have good writing and presentation skills.
- Preference will be placed on firms/individuals based out of Pinellas County, Florida.
- Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

Attorney's Specifications

Firms Experience

- Provide a narrative description of the firm.
- Describe the general legal experience of the firm.

- Describe the proposed special magistrate(s) minimum of 5 years' experience in the fields of government law, quasi-judicial proceedings, criminal law and/or administrative law.
- The attorney/ firm shall carry and provide evidence of a professional liability insurance policy of not less than \$500,000 per occurrence and \$1,000,000 per aggregate coverage. The firm shall also carry and provide evidence of a general liability policy of not less than \$1,000,000. If allowed by the insurer, the firm shall name the City as an additional insured under the insurance policy.

Location and Responsiveness

Identify the accessibility of the proposed special magistrate(s), and the response time that the special magistrate offers to the City for being able to conduct a public hearing. Specifically, identify the lead-time required for attending scheduled hearings at City Hall in person.

Proposed Compensation

Propose a compensation package, inclusive of all service costs (include any travel reimbursement and expenses expected). The City of Treasure Island will select a finalist by considering the proposed compensation package as a *best and final offer*; although, it reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

Additional Information

Each proposal shall be considered binding and in effect for a period of 90 calendar days following the proposal opening.

SECTION IV GENERAL INSTRUCTIONS

Proposal Format

All Proposals must be typewritten. Proposals should not be submitted in an elaborate format, and expensive binders are not desired. Legibility, clarity, and completeness are essential. The Proposal must be signed by individual(s) legally authorized to bind the Contractor.

Submission Procedures

Four (4) copies of the Proposal 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 Proposal should be identified on the envelope or wrapper as follows:

**CITY OF TREASURE ISLAND:
SPECIAL MAGISTRATE SERVICES
FOR CODE ENFORCEMENT**

Name of Contractor:

Address of Contractor:

The deadline for submission of Proposals is Friday February 3rd 2017 at 2:00 PM Proposals may not be withdrawn after the submission deadline. On Wednesday, February 15th, 2017 at 2 PM the evaluation committee consisting of City Attorney, City Manager and the Community Improvement Director will meet in a public meeting to discuss and decide on the lowest responsive responsible Proposal. The public meeting will be held at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Paula Cohen, Community Improvement Director by email at pcohen@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by Tuesday January 17th 2017 at 3 PM. All questions will be answered and posted on the City’s website by Tuesday January 24th 2017 at 3 PM. No oral interpretations or answers will be made to any Proposer as to the meaning or specifications of the scope of this RFP. It is the further responsibility of each Proposer to determine whether any addenda have been issued to this RFP and to incorporate any such addenda into the submission of qualifications. Proposers can locate issued addenda via the “Business / Request for Proposals” section of the City’s website at www.mytreasureisland.com.

**SECTION V
PROPOSAL FORMS**

Compensation Package – Year one

Hourly Rate _____

Travel Reimbursement and Expenses Expected pre trip _____

Compensation Package – Year two

Hourly Rate _____

Travel Reimbursement and Expenses Expected per trip _____

Compensation Package – Year three

Hourly Rate _____

Travel Reimbursement and Expenses Expected per trip _____

Evaluation Criteria

Evaluation Components	Component Criteria	Decision Weight
Firm Experience	At least 5 years' experience in the practice of law, specifically government law, quasi-judicial proceedings, criminal law and/or administrative law.	40%
Proposed Compensation	Hourly rates for all attorneys that will serve as special magistrate along with travel and other expenses.	45%
Location and Responsiveness	<ol style="list-style-type: none"> 1) Location of the proposed Special Magistrate. 2) Projected response time request for special magistrate services. 	15%
MAXIMUM POINTS		100%

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: RFP 1617-05 SPECIAL MAGISTRATE SERVICES FOR
CODE ENFORCEMENT

PROPOSERS 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: _____

PROPOSERS 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: _____

Dollar volume presently under Contract: _____

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. PROPOSERS 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 (_____):

Financial Institution:

Address:

Account Manager:

Phone:

3. EXPERIENCE

Current Experience:

List the most recent services 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 on other services 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 contact information to the firm whose contract was not completed.

Do you anticipate any problems or concerns? If so how do you anticipate overcoming these?

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

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

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project's contact information.

REQUIRED ATTACHMENTS

1. Recent Similar Experience.
2. Previous Experience of Interest.
4. Evidence of authority for individuals listed in Section VI to bind organization to an agreement.
5. Resumes of officers and key individuals of firm named in Section I.
6. Additional items as pertinent.

RFP NO. 1617-05

COMPANY _____

The undersigned, as Proposer, does declare that no other persons other than the Proposer herein named has any interest in this Proposal or in the contract to be executed, and that it is made without any connection with any other person or persons making a Proposal for the same articles, and it is in all respects fair and without collusion or fraud. More than one Proposal 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 Proposer, has interest in more than one Proposal for the same work will cause the rejection of all Proposals that the Proposer is interested. If there are reasonable grounds for believing collusion exists among Proposers/Proposers, the Proposals 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 Proposer, by signing below, accepts all of the terms and conditions of the Proposal and makes all representations required by the General Conditions.

The Proposer agrees if this Proposal 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 Proposal.

Signature _____

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 vendors 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 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 Florida Statutes, Chapter 893, 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 VI GENERAL CONDITIONS

To ensure acceptance, all contractors submitting Proposals to the City of Treasure Island shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and the Proposals 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 Paula Cohen, Community Improvement Director at pcohen@mytreasureisland.com as instructed on the Request for Proposal page 1. Interpretations will be posted on the City's website. The Community Improvement 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. Proposer Representations. It is the responsibility of each Proposer before submitting a Proposal to:

i. examine and carefully study the Proposal Documents, and any data and reference items identified in the Proposal 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 Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price proposal and within the times required, and in accordance with the other terms and conditions of the Proposal Documents;

iv. promptly give the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution thereof by the City is acceptable to Proposer;

v. determine that the Proposal 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 Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Proposal Documents, that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Proposal 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 Proposals. The specifications and all executed Proposal forms must be submitted in a sealed envelope. An authorized representative of the Proposer must sign all Proposals. The face of the Proposal envelope shall be plainly marked identifying the item(s) and

the date of the Proposal opening. No Proposals will be accepted after closing time for receipt of Proposals, 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 Proposals, 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 Proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the Proposal 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 Proposal. The Proposer 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. Proposal 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. Proposers/Proposers are expected to examine the conditions, scope of work, Proposal prices, extensions, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Proposer's/Proposer's risk. The actual unit prices of Proposal will govern an award.

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

10. Selection of Proposal. Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, 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 Proposal and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Proposer is responsible, the City will consider the qualifications of the Proposer 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 Proposal Documents. The City will also consider whether the Proposer 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 Proposer that it believes is appropriately qualified, responsible, and responsive.

11. Proposal Results. The Proposal price on the original sublimated Proposal form shall be the price used for ranking the Proposals in the bid opening.

12. Award of Bids. Recommendation for award of Proposal are made to the City Commission based on the lowest, responsive, and most responsible Proposer 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 Proposals. The City of Treasure Island reserves the right to accept or reject any or all Proposals.

14. Identical Tie Bids. In the event that two or more proposals 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. Proposers/Proposers or Proposers 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 proposals 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 proposals 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 Proposal protest being resolved, or the competitive selection process being

otherwise concluded. The prospective Proposer may contact the City's main office as specified on page 1 of this Request for Proposal, to address situations such as clarifications relating to the procurement process or Proposer protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the Proposer/protestor any member of the Proposer's/Proposer's/protestor's staff, any agent or representative of the Proposer/protestor, or any person employed by any legal entity affiliated with or representing a Proposer/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 Proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the Proposer or Proposer/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 proposal, 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 Vendor. Where two (2) or more related parties each submit a Proposal or multiple bids are received from one (1) vendor, for any contract, such Proposals shall be judged non-responsive. Related parties mean Proposers/Proposers or the principles thereof, which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principles thereof of one (1) Proposer have a direct or indirect ownership interest in another Proposer for the same contract.

18. Assignment/Subcontracting/Corporate Acquisition and/or Mergers. The Contractor shall perform this Contract. If a Proposer intends to subcontract a portion of this work, the Proposer must disclose that intent in the Proposal. 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 Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, 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 Proposal submission the Proposer 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) Proposer, (ii) any business entity related to or affiliated with Proposer, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Proposer 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 Proposer whose stock is publicly owned and traded.

At its sole discretion the City may reject any Proposal 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 Proposal, Proposer recognizes and accepts that the City may reject the Proposal based upon the exercise of its sole discretion and Proposer waives any claim it might have for damages or other relief resulting from the rejection of its Proposal based on these grounds.

21. Public Entity Crimes. By submitting a Proposal, each Proposer 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 proposal on a contract to provide goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals 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 proposal on a contract to provide goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals 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 Proposal, 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 Proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a Proposal and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The Proposer 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 Proposer 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. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.

27. Permits and Taxes. The Proposer 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 Proposal, 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 Florida Statute, § 119.07. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this RFP 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 Proposer 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. 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 Proposer 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.

31. Conflict of Interest. The Proposer 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 Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.

The Proposer 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 Proposer 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 Proposer. The City agrees to notify the Proposer of its opinion, by certified mail, within thirty (30) days of receipt of notification by the Proposer.

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

Printed Name

EXHIBIT A: INSURANCE REQUIREMENTS

1. 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.

2. Successful Proposer 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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

9. 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.

EXHIBIT B: PROPOSAL

EXHIBIT C: CONTRACT

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND _____
PERTAINING TO
SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT

CONTRACT NUMBER CP-1617-5

This CONTRACT is made and entered into on the ___ day of _____, 2016 (“**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 proposal for **SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT**, 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 **SPECIAL MAGISTRATE SERVICES FOR CODE ENFORCEMENT** in the City of Treasure Island; and

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 RFP # 1617-5, but is not limited to the following:

- The special magistrate shall conduct hearings relating to violation of the Code of Ordinances and Land Development Regulation including but not limited to violations of the business tax receipt regulations, fire, building, zoning, sign and other related codes in force in the City of Treasure Island. It is not the function of the special magistrate to initiate enforcement proceedings or to inspect for code violations.
- The special magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists.
- The special magistrate shall serve at the pleasure of the City Commission, and shall not be deemed a City employee.
- The special magistrate will review and understand all relevant codes, ordinances and Florida Statutes relative to the service provided.
- The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the special magistrate’s activities and assist in the proper performance of duties. The special magistrate shall not be authorized to engage, hire, or use any person, except those provided by the City to assist in the performance of duties.
- The special magistrate shall have the jurisdiction and authority to affirm or modify any penalties imposed by the issuance of a civil citation pursuant to Section 1-15 “General penalty; continuing violations” of the City Code of Ordinances.
- The special magistrate has the jurisdiction and authority to determine the amount reasonable expenses incurred by the City as a result of orders issued pursuant to the authority granted.

- The jurisdiction of the special magistrate is not exclusive. An alleged violation of a code provision may be pursued by appropriate remedy in court at the option of the City and nothing shall prevent the City from taking such other lawful action, including but not limited to resorting to equitable action, as is necessary to enforce the provisions of respective City codes or ordinances.
- All hearings before the special magistrate shall be conducted so as to ensure fundamental due process.
- The special magistrate shall take testimony from any witness having knowledge concerning a hearing on a case. All testimony shall be under oath. The special magistrate shall have the power to administer an oath to any witness.
- As soon as practicable after the conclusion of the hearing, the special magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue a written order affording the proper relief consistent with powers granted within City code and consistent with Chapter 162, Florida Statutes, no later than 5 working days after the hearing.
- The special magistrate shall be bound by the interpretations and decisions of duly authorized boards of the City concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.
- All other relevant assignments relating to code enforcement special magistrate services, as requested.

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 Proposal submittal. The CONTRACTOR agrees, for the consideration herein, a Not To Exceed Amount per hour of

Year one \$ _____

Year two \$ _____

Year three \$ _____

And for travel and expenses per trip of

Year one \$ _____

Year two \$ _____

Year three \$ _____

for **Special Magistrate Services for Code Enforcement** 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 **Exhibit A** (Insurance Requirements) 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. Request for Proposal Documents for No. RFP-1617-5.
2. Proposal 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. Request for Proposal Document, No. RFP-1617-5.
- D. Proposal 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 requirements 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 “Notice to Proceed” (NTP) 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, and 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.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 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.

2. 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.

3. 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.

4. 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.

5. 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.

As To
City of Treasure Island

Attest: _____

By: _____

Approved as to form:
City Attorney

By: _____

Witnesses:

As To Contractor

By: _____

Name: _____

Title: _____