

CITY OF TREASURE ISLAND

REQUEST FOR PROPOSAL NO. 1819-09

JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY

2019, 2020, & 2021



ISSUED JANUARY 28, 2019

RESPONSES DUE March 8, 2019 BY 2 PM

THE CITY OF TREASURE ISLAND, FLORIDA

City of Treasure Island

RFP 18-19-09

JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY

February 2019

**Request for Proposal NO: 18-19-09
FEBRUARY 1, 2019**

**JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY
2019, 2020, & 2021**

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, All Proposals, **one (1) with original signature, and one (1) additional digital (PDF) version of the original** must be received **no later than Friday, March 8, 2019 at 2:00 PM**. All Proposals must be submitted on the City's official Proposal Form. **All envelopes must be clearly marked "2019, 2020 & 2021 JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY"**.

Immediately thereafter, at the City of Treasure Island Public Works Conference Room, located at 152 108th Ave, Treasure Island, FL and immediately following the deadline for receipt of the Proposals, those Proposals received will be publicly opened and read aloud. Any Proposals 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, FL. 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.

Any questions should be addressed to Michael Munger at mmunger@mytreasureisland.org by **Friday, February 22, 2019 at 5:00 PM**. All questions will be answered and posted on the City's website by **Friday, March 1, 2019 at 5:00 PM**.

Complete specifications and any additional information may be obtained from the City of Treasure Island website at www.mytreasureisland.org and/or from the Vendor Registry.

SECTION I SCOPE OF WORK

I. SCOPE

The following must be completed by the selected contractor:

1. The fireworks aerial display show should consist of at least an opening, body, and finale.
2. The shells should be color shells and should range in size from 3 inches in diameter to 6 inches in diameter.
3. Duration:
 - a. The Fourth of July show should be a minimum of twenty (20) minutes with a maximum of twenty-five (25) minutes;
 - b. The Sanding Ovations show should be a minimum of ten (10) minutes with a maximum of fifteen (15) minutes.
4. The Bidder should submit in writing the amount, type and size of the shells to be used in the opening, body and finale of the proposed fireworks show.
5. The Bidder should provide at least one (1) certified pyro technician with previous display experience as a lead technician and assistants to deliver, setup and display the show.
6. The Bidder shall obtain all required Local, County and State fireworks permits.
7. The Bidder shall provide the necessary and required insurance requirements as outlined 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 or wind. In the case of inclement weather, the fireworks display shall be completed on the following corresponding rain dates:

<u>Event</u>	<u>Date</u>	<u>Rain Date</u>
Fourth of July	July 4, 2019	July 5, 2019
Sanding Ovations	November 23, 2019	November 24, 2019
Fourth of July	July 4, 2020	July 5, 2020
Sanding Ovations	November 21, 2020	November 22, 2020
Fourth of July	July 4, 2021	July 5, 2021
Sanding Ovations	November 20, 2021	November 21, 2021

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

9. The Technician 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 provide a Safety Zone of an approximate area of six hundred fifty feet (650'). Security will be provided in the defined Safety Zone.
11. The display is to be delivered no later than 1:00pm and setup in time for the evening shows—9:00pm for July 4th and 10:00pm for Sanding Ovations.
12. The City of Treasure Island reserves the right to inspect and count the fireworks for each display.
13. The Bidder will be responsible for the cleaning of the debris from the fireworks within the display area and removal of all material/equipment used in conjunction with the display by no later than 10:00am the morning after the show.
14. The City of Treasure Island has funds of \$25,000 for the Fourth of July display and \$5,000 for the Sanding Ovations display, respectively, for each of the next three (3) years, as approved.

**SECTION II
GENERAL INSTRUCTIONS**

Proposal Format

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

Submission Procedures

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

***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:

THE CITY OF TREASURE ISLAND, FLORIDA	
JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021	
Request for Proposal No. 18-19-09	
Name of Contractor:	_____
Address of Contractor:	_____

At the time of submission, a digital (PDF) copy of the original file must be submitted as well. The deadline for submission of Proposals is **Friday, March 8, 2019 at 2:00 PM**. Proposals may not be withdrawn after the submission deadline.

Additional Information and Specification Changes

Request for additional information and questions should be addressed to Michael Munger, Purchasing Coordinator, by email at mmunger@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by **Friday, February 22, 2019 at 5:00 PM**. All questions will be answered and posted on the City’s website by **Friday, March 1, 2019 at 5:00 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 and/or Vendor Registry.

**SECTION III
PROPOSAL FORMS**

PROPOSAL SHEET

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: **JULY 4TH AND SANDING OVATIONS
FIREWORKS DISPLAY 2019, 2020 &
2021**

PROPOSERS CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

TYPE OF ORGANIZATION: *(select one)*

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: _____

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. (Note, for this RFP the City will require the chosen vendor to have a compliant Drug-Free Workplace program.)

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 (_____): _____

Current Contracts:

List the current contracts your organization currently has in place for the term of this contact (the 2019 4th of July event through the 2021 Sanding Ovations event).

Previous Experience:

List most recent projects (3-5, recommended) your organization has had in work similar in type and size to the work proposed in this Proposal other projects your organization has completed that may be of interest? Please list clients and/or events, and dates. (If Joint Venture list each participant's projects separately).

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

YES NO

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

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

YES NO

COMPANY _____

The undersigned, as Proposer, does declare that no other persons other than the Proposer 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, 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.

COMPANY NAME

NAME (PRINT)

TITLE

SIGNATURE

DATE

DRUG-FREE WORK PLACE CERTIFICATE

The chosen vendor **must** have in place a Drug-Free Work Place Program, pursuant to Section 287.087, of the Florida Statutes. In order to have a Drug-Free Work Place Program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the company’s policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the proposal 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 the proposal, 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 Proposals to the City of Treasure Island will be governed by the following conditions, attached specifications, and Proposal form(s) unless otherwise specified. Proposals not submitted on the Proposal form(s) provided will be rejected, and the Proposals not complying with these conditions will be subject to rejection.

1. **Interpretations.** All questions concerning the specifications or conditions will be directed by e-mail to Michael Munger, Purchasing Coordinator at mmunger@mytreasureisland.com as instructed in the Request for Proposal. Interpretations will be posted on the City's website. The Purchasing Coordinator will not be responsible for any other explanation or interpretation. Only questions answered in writing will be binding. Oral and other representations, interpretations, or clarifications will be without legal effect.

2. **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 must 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 described a certain item(s) or service(s) to be purchased by the City of Treasure Island including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).

5. **Exceptions to Specifications.** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that due consideration be given in evaluating 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 Equivalents or Equals.** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only, and are not intended to limit competition. The 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 include all freight costs to Treasure Island, Florida to a point(s) specified in the Contract or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss will be passed to the City of Treasure Island until after receipt of delivery has been acknowledged by authorized representative of the City of Treasure Island.

8. **Mistakes.** 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 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, 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 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 will be the price used for ranking the Proposals in the Proposal opening.

12. **Award of Proposals.** 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 will 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 Proposals.** In the event that two or more Proposals are identical in price, quality, and service, preference will be given to businesses with a compliant Pollution Legal/Environmental Legal Liability policy. Established procedures for processing tie Proposals will be followed in the event that none of the tied Proposers have said policy.

15. **Protests.** Proposers who do not agree with the City's recommendation for award will be afforded the opportunity to protest the recommendation by submitting written notice to the contracting department head. Such notice will be given to the Purchasing Coordinator Michael Munger within five (5) working days after notice of award. The protest must state the grounds for the protest and the action requested. Proposals not

meeting the minimum published requirements (including specifications and/or scope of service) are not subject to protest. The petitioner will be furnished a copy of the written determination and recommendation.

16. **Lobbying.** Lobbying is prohibited in all City of Treasure Island competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective 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, invitations to bid, purchasing contracts, or bid protests, by the Proposer/protestor any member of the 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 will result in the disqualification or rejection of the Proposal, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the Proposer or Proposer/protestor.

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

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

17. **Proposals From Related Parties or Multiple Proposals Received From One Proposer.** Where two (2) or more related parties each submit a Proposal or multiple Proposals are received from one (1) Proposer, for any contract, such Proposals will be judged non-responsive. Related parties mean 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 will be allowed without prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which will not be unreasonably exercised by the City, includes but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a Proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception will constitute approval for purposes of this Contract.

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

20. **Required Disclosure.** With its Proposal submission the Proposer must disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state or any other state of the United States against (i) 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 will not apply to any person or entity which is only a stockholder, which person or entity owns 20 percent or less of the outstanding shares of a 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 in this Section. 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 vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134, Florida Statutes.

a. A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any

public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

b. A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

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 will remain in effect. The City will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

25. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Proposals received in response to these specifications, and 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 will 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 must possess at the time of submitting its Proposal 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, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Where applicable, the City of Treasure Island will waive the fees related to city-issues permits.

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 waived upon submission, effective after Proposal 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 RFP will be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

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

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

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

32. **Conflict of Interest.** The Proposer represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict any manner with the performance or services required in the Contract. The Proposer further represents that no person having any such interest will 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 in the Contract. Such written notification must 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.

33. **Insurance Requirements.**

A. The CONTRACTOR is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the CITY accepts that the CONTRACTOR has satisfactorily completed all work required under the Contract; and cause SUBCONTRACTOR(S), if utilized, to acquire and maintain the same.

1. The CONTRACTOR, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the CONTRACTOR will provide to the CITY, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island
Attention: Recreation Department
120 108th Avenue
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both CONTRACTOR and SUBCONTRACTOR(S) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and is signing the Agreement with the CITY.
4. CONTRACTOR shall notify the CITY within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by

CONTRACTOR from its insurer.

B. Specific Insurance Coverages and Limits

All requirements in this Insurance Section shall be complied with in full by the CONTRACTOR unless excused from compliance in writing by the Authority. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements
Employer's Liability: \$1,000,000 Each Employee
\$1,000,000 Each Employee Disease
\$1,000,000 Aggregate Disease

2. Commercial General Liability Insurance: The CONTRACTOR shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY. Policy shall not contain an Explosion, Collapse, or Underground (X, C, U) exclusion.

\$1,000,000 Per Occurrence
\$1,000,000 Products/Completed Operations
Aggregate
\$1,000,000 Personal/Advertising Injury
\$2,000,000 General Aggregate

3. Business Automobile Liability Insurance: The CONTRACTOR shall provide coverage for all owned, hired, and non-owned vehicles.

\$1,000,000 Combined Single Limit Per
Accident

4. Pollution Legal/Environmental Legal Liability Insurance (PREFERRED but not required) for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual

pollution conditions including the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for three (3) years after completion of contract or “tail coverage” must be purchased. Coverage should include:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

\$1,000,000 Each Occurrence or Claim
\$2,000,000 General Aggregate

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For RFP 18-19-09, whenever two or more Proposals which are equal with respect to price, quality, and service are received for the procurement of goods/services herein, a Proposal received from a business that possesses a compliant Pollution Legal/Environmental Legal Liability policy will be given preference in the award process. Established procedures for processing tie Proposals will be followed in the event that none of the tied Proposers have said policy.

- 5. Property Insurance: CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.

- C. These insurance requirements shall not limit the liability of the CONTRACTOR and/or SUBCONTRACTOR(S).
- D. All policies shall be written on a primary, non-contributory basis.
- E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the CITY.
- F. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the CONTRACTOR.
- G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.
- H. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage that is required, does not constitute a waiver of the CONTRACTOR'S obligation to fulfill the insurance requirements specified in this Agreement.
- J. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

K. No Waiver

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR or its SUBCONTRACTORS will relieve the CONTRACTOR or SUBCONTRACTOR from responsibility to prove insurance as required.

L. 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 TO THIS AGREEMENT WHICH VARY FROM THESE GENERAL CONDITIONS WILL HAVE PRECEDENCE

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

Signature: _____ Date: _____

Printed Name: _____

Exhibit A: PROPOSAL FOR 2019

This form must be completed and submitted with the RFP

	FOURTH OF JULY	SANDING OVATIONS
Size of Shells	Number of Shells	Number of Shells
OPENING		
3" shells		
4" shells		
5" shells		
6" shells		
BODY		
3" shells		
4" shells		
5" shells		
6" shells		
FINALE		
3" shells		
4" shells		
5" shells		
6" shells		
Total # of Shells		
Total Cost		

Exhibit B: PROPOSAL FOR 2020

This form must be completed and submitted with the RFP

	FOURTH OF JULY	SANDING OVATIONS
Size of Shells	Number of Shells	Number of Shells
OPENING		
3" shells		
4" shells		
5" shells		
6" shells		
BODY		
3" shells		
4" shells		
5" shells		
6" shells		
FINALE		
3" shells		
4" shells		
5" shells		
6" shells		
Total # of Shells		
Total Cost		

Exhibit C: PROPOSAL FOR 2021

This form must be completed and submitted with the RFP

	FOURTH OF JULY	SANDING OVATIONS
Size of Shells	Number of Shells	Number of Shells
OPENING		
3" shells		
4" shells		
5" shells		
6" shells		
BODY		
3" shells		
4" shells		
5" shells		
6" shells		
FINALE		
3" shells		
4" shells		
5" shells		
6" shells		
Total # of Shells		
Total Cost		

Exhibit D: CONTRACT

CONTRACT BETWEEN

THE CITY OF TREASURE ISLAND

AND [INSERT PROPOSER NAME]

PERTAINING TO

JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021

[INSERT CONTRACT NUMBER]

This CONTRACT is made and entered into on the ___ day of _____, 2019 (“**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 **[INSERT PROPOSER NAME]**, FEIN **[INSERT FEIN NUMBER]**, whose address is **[INSERT PROPOSER ADDRESS]** (“**CONTRACTOR**”), collectively (the “**Parties**”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for **JULY 4TH AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021** 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 AND SANDING OVATIONS FIREWORKS DISPLAY 2019, 2020, 2021** 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/Services is specially identified in RFP 18-19-09.

SECTION 2. TERM.

The term of the initial contract will become effective on the date of execution and will continue for three (3) years from the effective date with an option to renew for another two (2) one-year terms. The renewal rates for all services will be subject to budgeted appropriations in future fiscal years and capped at a rate of no greater than the previous complete year's producer price index for industrial commodities as published by the Bureau of Labor Statics. Complete statistics must not include estimated data.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not 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 will 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, will 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 in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will 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 must 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 Work and industry standards.

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

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration in this CONTRACT, a not to exceed amount of \$90,000 for the first three (3) years of the initial term of the contract 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 Proposal. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or 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. Service 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/Work listed in this CONTRACT. 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 AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

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 will 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 will 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 will be subject to an offset for any damages

incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. **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 9. **APPLICABLE LICENSING.**

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

SECTION 10. **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 this Contract.

SECTION 11. **SCHEDULE.**

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

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 judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained 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 has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. **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 in this CONTRACT 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 subcontracts, 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 16. **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 under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. **INSURANCE.**

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Paragraph 33 Insurance Requirements, of RFP 18-19-09, (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 must be provided to the CITY prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all policies.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts 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 reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. **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, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will 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 20. 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 under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this 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 are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for 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 must 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 the 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 is a material breach of this 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, rnickerson@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 CONTRACT.

SECTION 21. 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 must be open to inspection during regular business hours by an authorized representative of the CITY, and must 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 retains the right to audit the books during the three-year retention period. All books,

records, and accounts related to the performance of this CONTRACT are 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 in this CONTRACT.

SECTION 22. **NOTICE.**

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will 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, and notice will 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 will 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 must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
mmunger@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 in this CONTRACT must 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 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

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

1. Request for Proposal Documents for RFP NO. 18-19-09.
2. Proposal submitted by CONTRACTOR on **[INSERT DATE SUBMITTED]**.

SECTION 24. MISCELLANEOUS.

i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES 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.**

ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.

- iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(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.
- iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.
- v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.
- vi. 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 contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.
- vii. 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 specifically agreed and understood by the Parties 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 in this CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.
- viii. 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 will take precedence.
- ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties 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 will

not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

- x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.
- xi. 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 this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.
- xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.
- xiii. Each of the Parties covenants to the other party to this CONTRACT 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 set forth below.

xiv. This CONTRACT must be executed by the respective duly authorized officials, and will 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: _____

Witnesses:

As To [INSERT CONTRACTOR]
By: _____
name

By: _____
name

Approved as to form:

By: _____ City Attorney