

THE CITY OF TREASURE ISLAND, FLORIDA

Invitation to Bid NO: 18-19-04

12/4/2018 and amended as of 12/11/2018

Citywide Uniforms

Sealed Bids may be hand-delivered or mailed to City of Treasure Island City Hall, 120 – 108th Ave., Treasure Island, FL 33706 to the attention of the Purchasing Coordinator. All Bids, **with original signature, 3 additional copies, and 1 electronic copy (CD or drive)** must be received **no later than Wednesday, January 9, 2019 by 2:00 pm**. All bids must be submitted on the City's official Bid Form. **All envelopes must be clearly marked "Citywide Uniforms"**.

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 Bids, those Bids received will be publicly opened and read aloud. Any Bids received after the specified date and time will not be considered. The public meeting will be held at the City of Treasure Island Public Works Conference Room, located at 152 – 108th Ave, Treasure Island, 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 Amy Davis at adavis@mytreasureisland.org by **December 19, 2018 by 12:00 pm (Noon)**. All questions will be answered and posted on the City's website by **November 21, 2018 4:30 pm**.

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

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

SECTION I SCOPE OF WORK

I. SCOPE

The City is seeking to obtain uniforms for several City Departments that meet the following specifications:

Please provide the per cost for uniforms meeting the specifications listed below for the estimated quantities. The Bidder may propose a different manufacturer or brand if the specifications match or are better, however, a sample from the different manufacturer or brand must be available upon the City's request.

Fire Uniforms

1. Propper men's lightweight tactical pant 6.4oz. 65% polyester/35% cotton F5252-50 color: LAPD navy (**Initial order quantity 46**)
2. Propper women's lightweight tactical pant 6.4oz. 65% polyester/35% cotton F5254-50 color: LAPD navy (**Initial order quantity 0**)
3. Propper tactical short pant 65% polyester/35% cotton (unisex) F5253-50 color: LAPD navy (**Initial order quantity 36**)
4. Propper men's poplin tactical short sleeve shirt 65% polyester/35% cotton F5311-1M color: LAPD navy (**Initial order quantity 46**)
5. Propper men's poplin tactical long sleeve shirt 65% polyester/35% cotton F5312-1M color: LAPD navy (**Initial order quantity 13**)
6. RedKap short sleeve jumpsuit CP40NV with reflective material at waist, 7" from bottom of legs and hem of arms. Color: navy (**Initial order quantity 14**)
7. 5.11 Tactical 1/4 Zip Job Shirt Mfg# 72314 color: fire navy (**Initial order quantity 14**)
8. Gildan 50/50 DryBlend T shirt, navy, screen printed with 3 1/2" circular logo left breast & "Treasure Island Fire Rescue" on back (**Initial order quantity 30**)
9. Flying Cross Command style 11-11 1/2 oz. 100% VISA® system 3™ polyester serge men's double breasted dress coat style # F1 38804 and matching pant style# F1 38200 color: LAPD navy (**Initial order quantity 3**)
10. Thorogood Poromeric Academy Oxford dress shoe (**Initial order quantity 3**)
11. Boston Leather 1 3/4 uniform trouser belt (plain) silver or gold buckle (**Initial order quantity 3**)
12. Provide and sew on State of Florida paramedic and EMT patches
13. Provide and sew on American flag (forward and reverse)
14. Provide and sew on the following 3" "Treasure Island" cloth badges:

- a. Firefighter
 - b. Lieutenant
 - c. Chief
15. Sew on departmental patch
16. Embroidery as follows:
- a. "FIRE RESCUE" in 3" high letters, white on jumpsuit and job shirt back
 - b. Last name above right front pocket on items 4,6 &7 above in ½" white letters
 - c. Gold single bugle on both sides of collar on items 4,6 &7 above when ordered for officers

Police Uniforms

1. Navy Blue Elbeco TexTrop 2 uniform pants 100% polyester, Barcode #1001721094 (4 pocket E314RN) **(Initial order quantity 30)**
2. Navy Blue Elbeco Short Sleeve TexTrop 2 uniform shirt 100% polyester, Z3314N **(Initial order quantity 30)**
3. Navy Blue Elbeco Long Sleeve TexTrop 2 uniform shirt, 100% polyester Z314N **(Initial order quantity 6)**
4. Basket Weave Leather Duty Belt (1021 Dutyman)
5. Basket Weave single keeper (silver buttons) **(Initial order quantity 16)**
6. Basket Weave single keeper (gold buttons) **(Initial order quantity 8)**
7. Basket Weave double keeper (silver buttons) **(Initial order quantity 16)**
8. Basket Weave double keeper (Gold buttons) **(Initial order quantity 8)**
9. Basket Weave Double Magazine Pouch (Glock 17 – 8521 Dutyman with silver buttons) **(Initial order quantity 5)**
10. Basket Weave Double Magazine Pouch (Glock 17 – 8521 Dutyman with gold buttons) **(Initial order quantity 2)**
11. Basket Weave handcuff case (Dutyman 9121 – silver button) **(Initial order quantity 5)**
12. Basket Weave handcuff case (Dutyman 9121 – gold button) **(Initial order quantity 2)**
13. Blackhawk Glock 17 Level 3 Serpa Holster with Xiphos weapons light (CJD 1300 matte finish) **(Initial order quantity 5)**
14. Basket Weave flashlight holder (Dutyman 2821P) **(Initial order quantity 5)**
15. Navy Blue Tie (Uniform Cravats) **(Initial order quantity 5)**
16. Navy Blue All weather jacket (Horace Small Nylon Waterproof lined Style# HS3350, Cut#72954695) **(Initial order quantity 5)**
17. Yellow Traffic Safety Vest (Carolina Safety Zip and Rip with black police writing on back and on right breast) (Brand: Radians, Product Code: Radians LHV-207DSZR) **(Initial order quantity 5)**
18. Streamlight Stinger DS LED Rechargeable flashlight with charger (75813) **(Initial order quantity 5)**
19. 5.11 Performance Polo Shirt Sleeve Item#SW724 **(Initial order quantity 6)**
20. Sewing of two police patches on every uniform shirt

Public Works Uniforms

1. BAW XT96 / XT96H Men's Xtreme-Tek - SHORT/LONG SLEEVE SHIRT

- 100% Polyester Xtreme-Tek
- Breathable, moisture-managing interlock fabric
- Fresh assurance with anti-bacterial treatment
- UV Protection / UPF 25
- Crew neck with double needle hems

Short Sleeve

Long sleeve

Columbia Blue

Silk screen logo

BAWonline.com

2. RedKap PT10NV Description – RED-E-PREST WORK PANT

Blend: 65% Polyester / 35% Cotton

Care: Industrial Wash, Light Soil, or Home Wash

Closure: Heavy-duty brass ratcheting zipper button closure

Fabric: 8 oz. Twill

Facing: Lined center front placket

Finish: Durable press

Pocket: Two slack-style front pockets two set-in hip pockets left has button closure darts over hip pockets for better fit.

Silhouette: Men's Style - traditional easy fit

Waistband: Innerlined for body and shape RoKap construction synthetic blend trim

3. RedKap PC76NV Description – COTTON CARGO PANT

Blend: 100% Cotton

Closure: Heavy-duty brass ratcheting zipper button closure

Fabric: 8.5 oz. Twill

Finish: Durable press

Pocket: Two slack-style front pockets two back patch pockets with spade pocket flaps and snap closures two patch leg pockets with inverted center pleat one piece pocket flap with mitered corners two snap closures

Waistband: Continuous one-piece folder-set

4. RedKap PC86NV Description – COTTON CARGO SHORT

Fabric: 8.5 oz. Twill

Blend: 100% Cotton

Care: Industrial Wash, Light Soil or Home Wash

Finish: Durable press

Closure: Heavy-duty brass ratcheting zipper, button closures

Pocket: Two superstitch slack-style front pockets, two back patch pockets with spade flaps and snap closures, two patch leg pockets with inverted center pleat, one piece pocket flap with mitered corners, two snap closures

5. RedKap PT26NV Description – PLAIN FRONT SHORT

Fabric: 7.5 oz. Twill

Blend: 65% Polyester / 35% Combed Cotton

Care: Industrial Wash, Light Soil, or Home Wash

Finish: Durable press

Closure: Heavy-duty brass ratcheting zipper, button closures

Pocket: Two slack-style front pockets, two set-in hip pockets, left has button closure, darts over hip pockets

6. REDKAP 65%Polyester/35% Cotton W/Pockets Left & Right Chest - BUTTON TYPE SHIRT

All Shirts to have Treasure Island Logo Screened on left Chest w/"PUBLIC WORKS" under Logo.

Public Works Uniform – Estimated Quantities

SHORT/LONG SLEEVE SHIRT (#1 above)

QTY	SIZE	COLOR	
30	MEDIUM	Blue	SHORT SLEEVE
40	LARGE	Blue	SHORT SLEEVE
71	X LARGE	Blue	SHORT SLEEVE
29	2X LARGE	Blue	SHORT SLEEVE
17	3X LARGE	Blue	SHORT SLEEVE
4	MEDIUM	Blue	LONG SLEEVE
17	LARGE	Blue	LONG SLEEVE
10	X LARGE	Blue	LONG SLEEVE
17	2X LARGE	Blue	LONG SLEEVE
3	3X LARGE	Blue	LONG SLEEVE

RED-E-PREST WORK PANT (#2 AND #5 above)

<u>STANDARD PANTS</u>		<u>STANDARD SHORTS</u>	
QTY	SIZE	QTY	WAIST SIZE
5	30 X 31	2	32
3	32 X 34	5	38
5	36 X 29	8	40
5	36 X 31	5	42
12	36 X 32	6	46
5	37 X 32		
3	38 X 30		
2	38 X 32		
12	40 X 30		
5	40 X 31		
1	40 X 32		
7	42 X 32		

COTTON CARGO PANTS/SHORTS (# 3 AND #4)

<u>CARGO PANTS</u>		<u>CARGO SHORTS</u>	
QTY	SIZE	QTY	WAIST SIZE
1	29 X 30	3	29
4	30 X 28	2	32
4	30 X 29	15	34
3	32 X 30	20	36
2	34 X 31	8	38
2	34 X 33	5	40
1	34 X 34	3	42
1	36 X 31		
4	36 X 36		
4	38 X 29		
5	38 X 30		
4	38 X 32		
5	38 X 34		
2	42 X 30		

BUTTON TYPE SHIRT (#6 above)

QTY	SIZE	COLOR	
7	X LARGE	WHITE	SHORT SLEEVE
7	2X LARGE	WHITE	SHORT SLEEVE

II. MINIMUM CONDITIONS:

The selected contractor must meet the following:

1. The Selected Contractor's place of business must be located within ~~25~~ 35 miles of the Treasure Island Fire/Police Department headquarters (180 108th Avenue Treasure Island, FL 33706) and provide delivery services. **Or, no delivery is required if the selected contractor's place of business is located within 10 miles of the Treasure Island Fire/Police Department headquarters.**
2. The Selected Contractor must be able to provide fitting and alterations at their place of business using in-house staff. These services must be available Monday-Friday **for at least 4 hours during their normal business hours, except holidays.** ~~9am-5pm, except federally recognized holidays.~~
3. The Selected Contractor must have the ability to do custom embroidery at their place of business.
4. The Selected Contractor must ~~be able to deliver any~~ **have a** completed uniform item from the list above within ~~10~~ **20 (twenty)** business days from date of order. A completed uniform item is one that is ready to wear, to include screen printing, embroidery, tailoring, patch placement or other standard process to make the item complete. Fire Uniform item numbers 8 and 9 (Dress uniform coat and pant) may be exempted from the ~~10~~ **twenty** day provision if they are to be special ordered. ~~In no case will any uniform item take longer than thirty (30) days from time of order to delivery.~~ **Any item may be exempted from the 20 day provision if an item is backordered and is out of the vendors control, however, the vendor may offer an alternative if a significant time delay is anticipated.**
5. Contractor must have the ability to order and maintain a stock of patches to include but is not limited to the following:
 - City Departmental patches;
 - State of Florida paramedic patches;
 - State of Florida EMT patches; and
 - American flag patches (forward and reverse).

**SECTION II
GENERAL INSTRUCTIONS**

Bid Format

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

Submission Procedures

One (1) copy of the Bid, one electronic copy (CD or drive) 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 Bid should be identified on the envelope or wrapper as follows:

**THE CITY OF TREASURE ISLAND, FLORIDA
Citywide Uniforms
Invitation to Bid No. ITB 18-19-04**

Name of Contractor: _____

Address of Contractor: _____

The deadline for submission of Bids is **January 9, 2019 by 2:00 pm.** Bids may not be withdrawn after the submission deadline.

Additional Information and Specification Changes

Requests for additional information and questions should be addressed to Amy Davis, by email at adavis@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by **December 19 at 12:00 pm (noon)**. All questions will be answered and posted on the City's website and Vendor Registry by December 21 by 4:30 pm. No oral interpretations or answers will be made to any Bidder as to the meaning or specifications of the scope of this ITB. It is the further responsibility of each Bidder to determine whether any addenda have been issued to this ITB and to incorporate any such addenda into the submission of qualifications. Bidders can locate issued addenda via the "Business / Request for Bids" section of the City's website at www.mytreasureisland.com and/or Vendor Registry.

**SECTION III
BID FORMS**

All submittals must include the attached Bid Sheets (2 pages) for per unit pricing.

BID SHEET
City of Treasure Island
ITB 18-19-04 City-Wide Uniforms

Fire Uniforms		Same Brand as specs?	Description of Item Proposed	Per Unit Cost
No:	Description of Unit	Y/N	(or attach if add'l space needed)	Cost
1	Propper men's lightweight tactical pant			
2	Propper women's lightweight tactical pant			
3	Propper tactical short pant			
4	Propper men's poplin tactical short sleeve shirt			
5	Propper men's poplin tactical long sleeve shirt			
6	RedKap short sleeve jumpsuit			
7	5.1.1 Tactical 1/4 Zip Job shirt			
8	Gildan 5050 DryBlend T-shirt			
9	Flying Cross Command Style men's double breasted dress coat			
10	Thorogood Poromeric Academy Oxford dress shoe			
11	Boston Leather 1 3/4 uniform trouser belt			
12	Provide & sew State of Florida paramedic/EMT patches			
13	Provide & sew American flag			
14	Provide & sew the following 3 Treasure Island patches			
	Firefighter			
	Lieutenant			
	Chief			
15	Sew on departmental patch			
16	Embroidery:			
	FIRE RESCUE			
	Last name (on items 4, 6 & 7)			
	Golf single bugle on collar (on items 4, 6 & 7)			

Police Uniforms		Same Brand as specs?	Description of Item Proposed	Per Unit Cost
No:	Description of Unit	Y/N	(or attach if add'l space needed)	Cost
1	Navy Blue TexTrop 2 uniform pants			
2	Navy Blue Elbeco Short Sleeve TexTrop 2 uniform shirt			
3	Navy Blue Elbeco long Sleeve TexTrop 2 uniform shirt			
4	Basket weave leather duty belt			

Police Uniforms

No:	Description of Unit	Same Brand as specs? Y/N	Description of Item Proposed (or attach if add'l space needed)	Per Unit Cost
5	Basket weave single keeper (silver buttons)			
6	Basket weave single keeper (gold buttons)			
7	Basket weave double keeper (silver buttons)			
8	Basket weave double keeper (gold buttons)			
9	Basket weave double magazine pouch (silver buttons)			
10	Basket weave double magazine pouch (gold buttons)			
11	Basket weave handcuff case (silver button)			
12	Basket weave handcuff case (gold button)			
13	Blackhawk Glock 17 Level 3 Serpa Holster			
14	Basket weave flashlight holder			
15	Navy blue tie			
16	Navy blue all-weather jacket			
17	Yellow traffic safety vest			
18	Streamlight stinger flashlight			
19	5.11 Performance polo shirt sleeve			
20	Sewing 2 police patches on every uniform shirt			

Public Works Uniforms

No:	Description of Unit	Same Brand as specs? Y/N	Description of Item Proposed (or attach if add'l space needed)	Per Unit Cost
1	BAW Men's extreme-tek shirt			
	XT96 Short Sleeve			
	XT96H Long Sleeve			
2	RedKap Red-E-Prest Work Pant			
3	RedKap Cotton Cargo Pant			
4	RedKap Cotton Cargo short			
5	RedKap Plain Front Shorts			
6	Button type shirt			

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm:

Address:

SUBMITTED TO:

City of Treasure Island

SUBMITTED FOR:

Citywide Uniforms

BIDDERS CONTACT INFORMATION:

Contact Person:

Title:

Phone:

Email:

AFFILIATED COMPANIES:

Name:

Address:

TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership (General or Limited):

Name and Address of Each Partner:

CORPORATION

State of Incorporation:

Date of Incorporation:

Executive Officers:

Chief Executive Officer:

President:

- Vice President(s):

Treasurer:

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

BIDDERS GENERAL INFORMATION

Type of License: _____

License Number: _____

Years of Business under License Number: _____

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

Primary type of work your company performs: _____

Number of people permanently employed: _____

Is this organization an equal employment opportunity employer? _____

Does this organization have a written drug and alcohol policy? _____

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

1. BIDDERS BUSINESS REFERENCES

Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____

2. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:	_____
Minority Business Enterprise:	_____
Woman Owned Enterprise:	_____
Small Business Enterprise:	_____
Other (_____):	_____

Current Experience: List the most recent 3 projects your organization has had in work similar in type and size to the work proposed in this Bid: (If Joint Venture list each participant's projects separately).

1.) _____ Client: _____

Brief Description of job: _____

2.) _____ 2.) _____
Client: _____

Brief Description of job: _____

3.) _____ 3.) _____
Client: _____

Brief Description of job: _____

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

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

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

COMPANY NAME

NAME (PRINT)

TITLE

SIGNATURE

DATE

DRUG-FREE WORK PLACE CERTIFICATE

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

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

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

Signature

Printed Name

**SECTION IV
GENERAL CONDITIONS**

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

1. **Interpretations.** All questions concerning the specifications or conditions will be directed by e-mail to Amy Davis, at adavis@mytreasureisland.com as instructed on the Request for Bid page 1. 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. **Bidder Representations.** It is the responsibility of each Bidder before submitting a Bid to:

i. examine and carefully study the Bid Documents, and any data and reference items identified in the Bid Documents;

ii. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

iii. agree that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents;

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

v. determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

vi. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance of the Work.

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

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

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

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

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

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

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

10. **Selection of Bid.** Prior to contract award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to

perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bid and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Bidder is responsible, the City will consider the qualifications of the Bidder and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identify suppliers must be submitted as provided in the Bid Documents. The City will also consider whether the Bidder is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Bidder that it believes is appropriately qualified, responsible, and responsive.

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

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

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

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

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

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

Request for Bid, to address situations such as clarifications relating to the procurement process or Bidder protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding request for proposals, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Bidder/protestor any member of the Bidder's/protestor's staff, any agent or representative of the Bidder/protestor, or any person employed by any legal entity affiliated with or representing a Bidder/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the City Commission, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Bidder/protestor will result in the disqualification or rejection of the Bid, quotation, statement of qualification, bid or contract, and may lead to debarment of the Bidder or Bidder/protestor.

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

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

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

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

19. **Additional Requirements.** The City reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the City as

an amendment to this Agreement and authorized in writing, the Contractor must provide such additional requirements as may become necessary.

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

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

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

a. A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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

Additionally, by engaging in business with the City, each Bidder confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as describe in Section 287.138, of the Florida Statutes, or engaged in a boycott of Israel or, for goods or services over one million dollars, Bidders confirm they are not on any of the scrutinized company

lists identified in Section 287.135 of the Florida Statutes, or engaged in any such activity identified in that section.

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

b. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities un Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or engaged in business operations in Cuba or Syria.

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

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

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

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

25. **Legal Requirements.** All applicable provisions of federal, state, county, and local laws including all ordinances, rules, and regulations govern the development, submittal and evaluation of all Bids received in response to these specifications, and govern any and all claims between person(s) submitting a Bid and the City of Treasure Island, by and through its officers, employees and authorized representatives. A lack of knowledge by the Bidder concerning any of the aforementioned will not constitute a

cognizable defense against the legal effect thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

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

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

28. **Public Records.** By submitting a Bid, the Contractor certifies that he/she understands that the City, an entity of government, is subject to the Public Records Act and in accordance with Section 119.0701 of the Florida Statutes the Consultant may be subject to the Public Records Act. Any claim of confidentiality is waved upon submission, effective after Bid opening pursuant to Section 119.07 of the Florida Statutes. Any subsequent contract entered into between the City and Contractor related to the scope of services outlined in this ITB will be conditioned on the Contractor's compliance with the Public Records Act as provided in Section 119.0701 of the Florida Statutes.

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

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

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

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

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

33. **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 subcontracting any of the work, ensure that the employees of the subcontractors are covered by similar insurance.

2. **Insurance is Additional Remedy**

Compliance with these insurance requirements will 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 will 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.

3. **No Waiver**

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

4. **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 FIRM AGREES TO COMPLY WITH AND ACCEPTS THE
GENERAL CONDITIONS.**

Signature: _____ Date: _____

Printed Name: _____

Exhibit A – Proposed Bid

Exhibit B CONTRACT

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND [INSERT BIDDER NAME]
PERTAINING TO
Citywide Uniforms
ITB 18-19-04 as Amended 12/11/2018

This CONTRACT is made and entered into on the ___ day of _____, 2018, (“**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 BIDDER NAME], FEIN [INSERT FEIN NUMBER], whose address is [INSERT BIDDER ADDRESS] (“**CONTRACTOR**”), collectively (the “**Parties**”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for **Citywide Uniforms** 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 **Citywide Uniforms** 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 ITB 18-19-04.

SECTION 2. **TERM.**

The term of the initial contract will become effective on the date of execution and will continue for ~~three (3)~~ a **one (1)** year period with an option to renew for another 2 ~~(2)~~ **one-** year terms. The renewal rates for all services will be capped at a rate of no greater 5%, **unless agreed upon by the City in writing to accommodate exceptional situations in the availability of certain products.**

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 Bid submittal. 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 from service at any time with or without cause by a majority vote of the City Commission present and voting. The CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to the

CITY. 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 within 10 (10) days from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work.

SECTION 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 ITB 18-19-04 (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, or volunteers, associated with this CONTRACT. 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 attorneys' 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 associated with this CONTRACT. These indemnification, defense, and hold harmless actions will not be limited by 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 of the 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: Amy Davis, Finance Director
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 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. Invitation to Bid Documents for ITB NO. 18-19-04.
2. Bid submitted by CONTRACTOR on December 12, 2018.

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 of the 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:
[INFORMATION]

As To [INSERT CONTRACTOR

By: _____
name

By: _____
name

Approved as to form:

By: _____ City Attorney