

**THE CITY OF TREASURE ISLAND, FLORIDA
REQUEST FOR PROPOSAL NO: RFP-17-18-03
September 14, 2018**

FEDERAL LOBBYING SERVICES

Sealed Proposals may be hand-delivered or mailed to City of Treasure Island City Hall, 120 – 108th Avenue, Treasure Island, FL 33706 to the attention of the Asst. City Manager/Finance Director Amy Davis. All Proposals, **with original signature, and one (1) additional copy** must be received **no later than DAY, October 12, 2018, 10:00 AM (EST)**. **All envelopes must be clearly marked “RFP 17-18-03, Federal Lobbying Services”.**

Immediately thereafter, at the City of Treasure Island, City Hall, Administrative Conference Room, located at 120 – 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, City Hall, Administrative Conference Room, located at 120 – 108th Avenue, 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 the Asst. City Manager/Finance Director Amy Davis at adavis@mytreasureisland.org by September 26, 2018 at 3:00 PM (EST). All questions will be answered and posted on the City’s website by October 1, 2018 at 3:00 PM (EST).

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
OBJECTIVES**

The City of Treasure Island, Florida (“City”) is a small coastal city of approximately 6,800 permanent residents, but its population exceeds 15,000 with tourist and visitors. In the 1930-40’s, the Treasure Island Causeway (“Causeway”) was constructed and a toll was placed on the bascule bridge section of the Causeway. The Causeway is the colloquial name for the 1.8 miles roadway connecting the City to the mainland. The Causeway consists of three bridges: two fixed bridges and the bascule bridge. While the City owns the underlying land of the Causeway, the Causeway itself extends through two jurisdictions – the City of Treasure Island and the City of St. Petersburg. The jurisdictional line bisects the bascule bridge. The Causeway serves as the only emergency evacuation route for the City and the residents of the City of St. Petersburg that reside along the Causeway. It is believed that the City is one of only two cities in the state that maintains a bascule bridge and the other city’s

bridge is tolled.

In or around 2003, the bascule bridge had a sufficiency rating of 3.3 out of 100, the lowest rated standing bridge in Florida, and was limited to 10 tons. The bascule bridge was identified as a deficient highway bridge on Federal-aid highway systems road. Up until that time, the City had never received any state or federal funding for repairs or replacement of the bascule bridge. In 2003, the City reached out to Congressman Bill Young in seeking assistance in reconstructing the bascule bridge. In 2004, Congress earmarked funding for the Treasure Island Causeway in the Federal Budget. It is understood that this federal discretionary funding was given to the State of Florida ("State") and the State provided it to the City through a grant agreement for the reconstruction of the bascule bridge. However, around that time, the City removed the tolls. At that time, the City was promised future earmarks related to the repair and replacement of the bascule bridge. Since that time, the City has not received any earmarks and former Representative Young has passed away. The City is a small community, the repairs of the bascule bridge are significant and as a result are seeking funding to support the bascule bridge, other significant infrastructure projects and other matters of importance to the City.

SECTION II SCOPE OF WORK

The successful Respondent will perform the following services:

- The Respondent shall maintain an office in the Washington D.C. area; maintaining a presence on behalf of the City of Treasure Island.
- The qualified Respondent shall be able to provide timely information, assessments, and reports on federal legislation, budgetary, and regulatory issues affecting the City of Treasure Island. The information provided shall include monthly updates on city-related issues with emphasis on those issues specifically affecting Treasure Island.
- The qualified Respondent shall be able to effectively communicate City Commission policy positions to Congress, the Administration, and federal agencies. This will include scheduling meetings for the Mayor, members of the City Commission, City Manager, or City staff with members of Congress, the Administration, and with federal agency representatives to discuss the City's concerns. The Respondent will provide advice and counsel on the timing, necessity and subject matter, including the key points needing to be discussed at any of these meetings. Additionally, the Respondent will advise the City on the necessity to write letters of support or opposition on pending legislation or federal policy issues.
- The qualified Respondent shall be able to provide timely information and advice on federal funding opportunities to support City programs and services and

facilitate federal consideration of City applications. The City throughout the year submits grant applications to seek funding for programs that complement the goals and objectives of the City Commission. The Respondent should be prepared to support these efforts by identifying appropriate federal funding opportunities, including appropriations, authorized programs, competitive grant programs, and possible agency discretionary grants applicable to City of Treasure Island priorities.

- The qualified Respondent shall be able to work in conjunction with the United States Conference of Mayors in support or opposition of budget appropriations, legislation, and agency rules or regulations affecting cities.
- The qualified Respondent shall be able to review and provide advice on development of the City of Treasure Island's Federal Legislative Program.
- The qualified Respondent shall be able to travel to Treasure Island to report on activities engaged in while representing the City. Travel to Treasure Island and on behalf of Treasure Island will be reimbursable.

SECTION III MINIMUM QUALIFICATIONS

- Respondent must demonstrate experience and expertise in the Federal legislative process or be able to demonstrate equivalent experience.
- Respondent must demonstrate the ability to represent local government clients to the Legislature or be able to demonstrate equivalent experience.
- Respondent must demonstrate familiarity with Federal agencies and a record of a successful working relationship with these agencies, of particular interest to the City of Treasure Island will be a relationship with the Department of Transportation (FDOT) and the Federal Highway Authority (FHWA).
- Respondent must demonstrate ongoing relationships with members of the Legislative Committee Staff, Executive Branch agency staff, and describe how these relationships may be of assistance to the City.
- Respondent must demonstrate familiarity with State agencies and a record of a successful working relationship with these agencies.

SECTION IV CRITERIA FOR EVALUATION AND AWARD

- Evaluation Process: Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions

with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

- Criteria for Evaluation and Award: The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.
 - Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
 - Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified
 - Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the City.
 - If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
- For this RFP, the criteria that will be evaluated and their relative weights are
 1. Demonstrated Experience and Success Providing Lobbying Services with Local Governments; References (20 points)
 2. Demonstrated Experience and Success Providing Lobbying Services with Local Governments in obtaining transportation/bridge funding; References (20 points)
 3. Qualifications – Relationships, Educations and Training of Lobbyist(s) (35 points)
 4. Cost for Services (25 points)
- Interviews: The proposer must be available for an interview on-site at a City location upon request.
- Best & Final Offers: The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer should submit their best offer based on the terms and conditions set forth in this solicitation.

**SECTION V
GENERAL INSTRUCTIONS**

Proposal Format

All Proposals must be typewritten and submitted in the proposals own format (no specific proposal forms). Legibility, clarity, and completeness are essential. The Proposal must be signed by individual(s) legally authorized to bind the Respondent(contractor).

Submission Procedures

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

City of Treasure Island
RFP 17-18-03, Federal Lobbying Services
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
FEDERAL LOBBYING SERVICES**

Request for Proposal No. 17-18-03

Name of Respondent: _____

Address of Respondent: _____

The deadline for submission of Proposals is **October 12, 2018**. Proposals may not be withdrawn after the submission deadline.

Additional Information

Request for additional information and questions should be addressed to Amy Davis, Asst. City Manager/Finance Director, by email at adavis@mytreasureisland.org. Questions and requests for additional information must be submitted by e-mail by September 26, 2018. All questions will be answered and posted on the City's website by October 1, 2018. No oral interpretations or answers will be made to any Proposer as to the meaning or 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 www.vendorregistry.com.

**SECTION VI
PROPOSAL FORMS**

Each proposal (no specific proposal forms) must include and address (section III) how the Respondent meets each of the minimum qualifications as well as the firms approach towards the scope of service. **Additionally, please provide the proposed cost the first one-year period and how subsequent years, if applicable will be determined.** A draft contract is attached to this proposal for reference to be finalized with the selected Respondent.

QUALIFICATIONS STATEMENT

SUBMITTED BY:

Official Name of Firm: _____

Address: _____

SUBMITTED TO: City of Treasure Island

SUBMITTED FOR: **FEDERAL LOBBYING SERVICES**

PROPOSERS CONTACT INFORMATION:

Contact Person: _____

Title: _____

Phone: _____

Email: _____

AFFILIATED COMPANIES:

Name: _____

Address: _____

TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership (General or Limited): _____

Name and Address of Each Partner: _____

CORPORATION

State of Incorporation: _____

Date of Incorporation: _____

Executive Officers:

Chief Executive Officer _____

President _____

- Vice President(s) _____

Treasurer _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

PROPOSERS GENERAL INFORMATION

Registration Number: _____

Type of License (if applicable): _____

License Number (if applicable): _____

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? _____

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/Previous Experience:

List the most recent or relevant clients your organization has represented within the past 5 years:

List other clients your organization has represented that may be of interest?

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 scope of work 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, to furnish all material, equipment, means of transportation and labor necessary to provide the work in the Proposal.

COMPANY NAME

NAME (PRINT)

TITLE

SIGNATURE

DATE

**SECTION VII
GENERAL CONDITIONS**

To ensure acceptance, all contractors submitting Proposals to the City of Treasure Island will be governed by the following conditions and if applicable, attached specifications. 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 Amy Davis, Asst. City Manager/Finance Director at adavis@mytreasureisland.com as instructed on the Request for Proposal page 1. Interpretations will be posted on the City's website. The Asst. City Manager/Finance Director 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 service(s) to be purchased by the City of Treasure Island including all materials, equipment, and means of transportation necessary to provide the 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. **Mistakes.** Proposers are expected to examine the conditions, scope of work, Proposal prices, and all instructions pertaining to the item(s) involved. Failure to do so will be at the Proposer's risk.

7. **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.

8. **Selection of Proposal.** Prior to contract award, any Proposer may be required to show that the company has the necessary facilities, ability and financial resources to perform the work specified in a satisfactory manner. 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.

9. **Proposal Results.** The Proposal price on the original submitted Proposal will be the price used if there are any conflicting price information presented.

10. **Award of Proposals.** Recommendation for award of Proposal are made to the City Commission based on the most qualified, 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.

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

12. **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 Finance Director 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. 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.

13. **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.

14. **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.

15. **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.

16. **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.

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

18. **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 item 19).

19. **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.

20. **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

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City of Treasure Island
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State Lobbying Services
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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.

21. **Licenses, Registration and Certificates.** Each Proposer must possess at the time of submitting its Proposal all licenses, registrations and certificates necessary to perform the services to 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.

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

23. **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.

24. **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.

25. **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.

26. **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: _____