

BIDDER _____ DATE _____

**BID DOCUMENTS AND REQUIREMENTS
For
THREE SISTER SPRINGS TRANSPORTATION SERVICES**

BID NO. 16-RFP-08

**CITY OF CRYSTAL RIVER:
MAYOR AND CITY COUNCIL MEMBERS
JIM FARLEY, MAYOR
MICHAEL GUDIS, VICE MAYOR
ROBERT HOLMES
ANDY HOUSTON
KEN BROWN**

**CITY MANAGER:
DAVE BURNELL**

**CITY ATTORNEY:
GEORGE G. ANGELIADIS**

**WATERFRONTS MANAGER:
ED CALL**

**CITY OF CRYSTAL RIVER
WATERFRONTS AND COMMUNITY SERVICES
123 NORTH WEST HIGHWAY 19
CRYSTAL RIVER, FLORIDA 34428
(352) 795-4216
(352) 795-6245 (fax)**

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INVITATION TO BID

**City of Crystal River
Three Sisters Springs Refuge Transportation - BID #16-RFP-08**

The City of Crystal River will receive sealed bids for Three Sisters Springs Transportation. You are hereby invited to submit a bid for the above referenced project. The MUNICIPAL PARTNER is the City of Crystal River.

Bids will be received until **10:00 AM, on Monday October 3, 2016**, opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.

DESCRIPTION OF WORK: Transportation Contractor is authorized to provide transportation services and public access to the Three Sisters Springs via a bus/shuttle year round beginning November 2015. Transportation Services are seven (7) days/week from 9:00 a.m. to 6:30 p.m. for peak tourist season from November 15, 2016 through March 31, 2017, except for a total of four (4) Refuge Open House Event dates, which will be used for free admission. Transportation Contractor has no free service requirement related to such events. Non-Peak season during the period of April 1 through October 31, all services and facilities will be open 5 days a week from 9 am to 6 p.m. Hours may be extended, but not beyond one-half hour before sunrise and one-half hour after sunset. The duration of the proposed contract is a three (3) year contract that may be extended upon mutual agreement by City of Crystal River and renewable for one (1) year term. Neither the MUNICIPAL PARTNER (the City of Crystal River) nor the United States Fish and Wildlife Service (USFWS) shall adjust the cost to provide public access without consent from all parties.

BIDS must be enclosed in an opaque envelope and marked:

“Three Sisters Springs Refuge Transportation 2016” AND THE NAME OF THE BIDDER AND THEIR ADDRESS.

BIDS SHOULD BE ADDRESSED TO:

**CITY OF CRYSTAL RIVER
MIA FINK, CITY CLERK
123 NW HIGHWAY 19,
CRYSTAL RIVER, FL 34428**

All contract documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or picked up at City Hall for no charge. Bidders who utilize the City website for the bid documents are advised to check the website regularly for updates and addendums. Bid packages may be picked up at the City Clerk at City Hall, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday. The contact person is Ed Call or Mia Fink, 352-795-4216 Ext. 303.

No BIDS may be withdrawn for a period of SIXTY (60) days after closing time scheduled for receipt of BIDS.

The MUNICIPAL PARTNER reserves the right to reject any and all BIDS for any reason whatsoever and waive all informalities. THE MUNICIPAL PARTNER ALSO RESERVES THE RIGHT TO SELECT THE LOWEST AND MOST RESPONSIVE BID THAT IN ITS SOLE DETERMINATION BEST MEETS ITS BUSINESS NEEDS.

INFORMATION FOR BIDDERS

1. BIDS will be received by MUNICIPAL PARTNER: City of Crystal River, Florida **until 10:00 AM** _____; bids will be opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.
2. THREE (3) COPIES OF EACH BID MUST BE SUBMITTED IN A SEALED OPAQUE ENVELOPE, ADDRESSED TO:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

Each sealed envelope containing a BID must be plainly marked on the outside as:

**Three Sister Springs Refuge 2016
BID #16-RFP-08, AND
THE NAME OF THE BIDDER AND HIS/HER ADDRESS.
OTHERWISE THE BID SHALL NOT BE OPENED.**

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the MUNICIPAL PARTNER at:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

3. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. An original and two (2) copies of the BID form are required. Bidders shall also complete all pages that require information from the Bidder and include in BID. The City reserves the right to make additions or deletions to bid, and/or portions of the bid. The contract amount shall be adjusted accordingly. The MUNICIPAL PARTNER may waive any informalities or minor defects or reject any and all BIDS with proper justification. Any BID may be withdrawn prior to the above schedule time for the opening of BIDS or authorized postponement thereof.

- a. No BIDDER may withdraw a BID within (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the MUNICIPAL PARTNER and the BIDDER.
- b. A mandatory pre-bid meeting will take place on September 23, 2016 at City Hall, 123 US Highway Crystal River FL 34428.
- c. The BIDDER to whom the CONTRACT is awarded will be required to initially execute the Agreement and Notice of Award. Copies of the fully executed Agreement and Notice of Award will be provided to the BIDDER upon receipt. In case of failure of the BIDDER to execute the Agreement, the MUNICIPAL PARTNER may at his option consider the BIDDER in default.
- d. Should the MUNICIPAL PARTNER not execute the Agreement or Notice of Award within Twenty (20) calendar days after opening of the Bids, the BIDDER may, with written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the MUNICIPAL PARTNER.
- e. The MUNICIPAL PARTNER within fifteen (15) calendar days of execution of contract shall issue the Notice to Proceed. Should there be reasons why the Notice to Proceed cannot be issued within the specified period, the time may be extended by mutual agreement between MUNICIPAL PARTNER and Bidder. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Bidder may terminate the Agreement without future liability on the part of either party.
- f. The MUNICIPAL PARTNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the MUNICIPAL PARTNER all such information and data for this purpose as the MUNICIPAL PARTNER MAY REQUEST. The MUNICIPAL PARTNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the MUNICIPAL PARTNER that the BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
- g. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the CONTRACTOR throughout.
- h. The lowest responsive BIDDER must supply information when requested to do so by the MUNICIPAL PARTNER. The BIDDER must also provide a Certificate of Insurance, Business License, proof of worker compensation insurance and complete a Public Entity Crime form (provided in this packet).
- i. If any person contemplating the submission of a Bid for the proposed work is in doubt as to the true meaning of any part of the Contract Documents, he/she should submit a written request for any interpretation thereof to Ed Call at the City of Crystal River, located at 123 North West Highway 19, Crystal River, Florida 34428. The person making the request will be responsible for its prompt delivery. Written requests must be received no later than five (5) days prior to the bid opening so as to leave adequate time for issuance of an addendum if needed. Requests for interpretations submitted beyond the cutoff will not be answered. Any interpretation of the specifications or proposed Contract

Documents will be made only by written Addendum duly issued and mailed, emailed, faxed or delivered to each person receiving a set of such documents. All Addendums so issued shall become part of the Contract Documents. The MUNICIPAL PARTNER will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith, and no verbal statement either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained herein.

- j. The MUNICIPAL PARTNER, reserves the right to reject any or all of the unit prices for extra work set forth in the Form of Proposal for lump sum contracts, in the event that such prices are considered excessive or unreasonable.
- k. The successful bidder must supply to the MUNICIPAL PARTNER the names and addresses of subcontractors for approval and pertinent information to establish qualification.
- l. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to the contract throughout.
- m. The contract shall be awarded to the lowest responsive, responsible, qualified bidder unless all bids are rejected.
- n. Any conditions which are established for awarding a contract to the low bidder must not be excessively restrictive in nature. Responsiveness may be defined by:
 - i. The completeness and regularity of Form of Proposal.
 - ii. A bid without excisions or special conditions.
 - iii. A Form of Proposal having no alternative bids for any items unless requested in the technical specifications.
- o. Responsibility may be based on whether the bidder:
 - i. Maintains a permanent place of business.
 - ii. Has adequate equipment to do the work properly and within the time limit that is established.
 - iii. Has adequate financial status to meet his obligations contingent to the work.
 - iv. Has adequate experience and expertise for the work being asked to complete.
- p. The MUNICIPAL PARTNER may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the MUNICIPAL PARTNER all such information and data for this purpose as the MUNICIPAL PARTNER may request. Each bidder shall furnish with the bid, a form of Bidder's Qualifications attached to the Form of Proposal. The MUNICIPAL PARTNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the MUNICIPAL PARTNER that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
- q. The award of the contract is contingent upon securing an acceptable bid which will fall within the amount of funds available for the implementation of this project.
- r. In the event of a conflict between the plans and the specifications, the specifications shall prevail.

TRANSPORTATION FOR LAND ACCESS BID REQUIREMENTS

This Transportation Contractor is intended to be a three year contract for management of public access by a single vendor,

4. Transportation Contractor is authorized to provide transportation of public access to the Three Sisters Springs at a cost equal to or less than \$ **per visitor** via a bus/shuttle seven (7) days/week from 9:00 a.m. to 6:30 p.m. from November 15, 2016 through March 31, 2020, except for a total of four (4) Refuge Open House Event dates, which will be used for free admission. Transportation Contractor has no free service requirement related to such events. Vendors must be able to accommodate a minimum of 20,000 visitors during peak season (November 15th to March 31st) and up to 2000 visitor a day. Neither the MUNICIPAL PARTNER (the City of Crystal River) nor the United States Fish and Wildlife Service (USFWS) shall adjust the cost to provide public access without consent from all parties.
5. During the period of November 15 through March 31, operation will be open 7 days a week from 9 a.m. to 5 p.m.; during the period of April 1 through October 31, all services and facilities will be open 5 days a week from 9 am to 6 p.m.. Hours may be extended, but not beyond one-half hour before sunrise and one-half hour after sunset. The exception to the minimum schedule will be during the month of September when the Transportation Contractor may elect to close for 10 days for maintenance.. The MUNICIPAL PARTNER may also elect to partially or fully close on Thanksgiving Day, Christmas Day, Fourth of July or any other observed City holidays.
6. The following route is tentative and may be subject to change; Pick-up point 117 NW US Highway 19, Crystal River FL, first stop Three Sisters Refuge at 900 Three Sisters Springs Trail, second bus stop on South Citrus, third bus stop North Citrus and then returning to 117 NW US Highway 19, Crystal River FL.
7. All passengers originate from 117 NW US Highway 19, Crystal River FL and will have an all-day use ticket to validate. Validated passes allow passengers unlimited trips to and from the refuge for the entire day. The refuge will close at 5:00 p.m. and extended operations to 6:30 p.m. is to allow for activities within the city.
8. The transportation output requirement is 0 to 200 people per hour from 9:00 a.m. to 5:00 p.m. and 5:00 p.m. to 6:30 p.m. during peak season of November 15th to March 31st as required returning people to 117 NW US Highway 19.
9. The transportation output requirement is 0 to 120 people per hour from 9:00 a.m. to 5:00 p.m. and 5:00 p.m. to 6:30 p.m. during non-peak season of March 31st to November 15th as required to return people to 117 NW US Highway 19.
10. Transportation Contractor is required at a minimum to cover the route every 30 minutes.
11. The ideal transportation vehicles construction should simulate a trolley and must provide ADA access.

12. Route into the Three Sisters Springs Refuge is an unpaved road. Transportation Contractor must take this into account when preparing bids with guaranteed route times. Untimely service, mechanical issues...etc. related to the road will not be the responsibility of the Municipal Partner and failure to provide adequate contingency plans for maintenance associated with dust, grime...etc. may result in actions outlined in item 36) Suspension or Termination.
13. The transportation vehicle will be required to be clean and in good operating condition. Inspection of the vehicles prior to awarding the bid is required. The MUNICIPAL PARTNER may require random inspections throughout the contract period. The MUNICIPAL PARTNER has the right to refuse trolley service if vehicles are not kept clean to the MUNICIPAL PARTNER'S standard. All identified mechanical issues must be addressed immediately. MUNICIPAL PARTNER has right to refuse a vehicle if mechanical issues are present, present a safety issue or lower visitor experience such as nonfunctional air conditioning or heating inside trolley, smoke or soot emissions, belt noise, or any other issue not specifically identified herein.
14. **The MUNICIPAL PARTNER is requesting a lump sum and price per passenger price quote for the following:**
 - a. Buses or Trolleys to transport up to 200 people per hour during peak season November 15th to March 31st.
 - b. Price per person to transport up to 200 people per hour.
 - c. Buses or Trolleys to transport up to 120 people per hour for the remainder of the season April 1st to November 14th.
 - d. Price per person to transport up to 120 people per hour.
15. MUNICIPAL PARTNER requires the Transportation Contractor to allow signage on the transportation vehicles advertising Three Sisters Springs Refuge, provided by the MUNICIPAL PARTNER. Transportation Contractor will also provide either a scripted oral tour or recorded tour over PA system, provided by the MUNICIPAL PARTNER and approved by USFWS. Transportation contractor will also allow for information distribution regarding Three Sisters Springs and the City of Crystal River inside the vehicles, provided by the MUNICIPAL PARTNER or USFWS.
16. Transportation Contractor must have or obtain a City of Crystal River Business License prior to beginning operations.
17. Transportation Contractor is responsible for compliance of all City, County, State, and Federal requirements as it relates to this public access operation including city business license and taxes.
18. The selected Transportation Contractor will be required to supply a monthly report of services (number of daily trips and daily passengers) and receipts for each month by the 5th day of the following month in accordance with the contract.

19. The Transportation Contractor will be required to provide criminal background checks on all employees working under the transportation contract to the MUNICIPAL PARTNER, no employee shall have been convicted (under this contract, the parties understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or an Alford plea, entry of a plea of guilty or nolo contendere) of any felony charge, theft, fraud, DUI, assault and battery (an employee involved in any physical altercation while on duty for the Transportation Contractor will cause the Transportation Contract to be immediately terminated) or registered or convicted sex offender.
20. Neither Transportation Contractor nor its employees will accept or solicit tips from passengers while operating for the Municipal Partner. Neither the Transportation Contractor nor its employees will tip any City employee.
21. The Transportation Contractor shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Transportation Contractor shall have its employees who come in direct contact with the public wear a uniform and name-tag by which they may be identified as the employees of the Transportation Contractor. No personalized items such as sports team hats may be worn by working employees.
22. Transportation Contractor will not provide land to water access into Three Sister Springs from November 15, 2016 through March 31, 2017. Visitors will have access to the boardwalk and walking trails in the refuge which will be managed by City of Crystal River and USFWS.
23. Refuge Open House Event (free public access) dates will be announced annually as these dates change yearly. It is anticipated that there will be four (4) free days per year of the contract. During these events, the Refuge boardwalk will be opening free of charge to the public; Transportation Contractor will not be active on these date and or have any responsibly during these events.
24. ADA compliant buses/shuttles and licensed drivers are to be provided by Transportation Contractor at all times of operation.
25. Transportation Contractor will provide copies of all valid and required drivers' licenses to the MUNICIPAL PARTNER prior to the execution of contract and update these files as needed or requested.
26. The Transportation Contractor will be required to verify and provide proof of the following insurance coverage's including required certifications to the MUNICIPAL PARTNER:
 - a. **Worker's Compensation:** The Transportation Contractor shall comply with the provisions of the Worker's Compensation Act of the State of FL during the term of the contract, including extensions or renewals thereof.

- b. **Liability Insurance:** The Transportation Contractor or shall procure and maintain during the term of this Transportation Contractor and any extension thereof liability insurance furnished by an insurance company that is acceptable by the USFWS. The named insured parties under the policy shall be the CONTRACT or, the Department of the Interior, USFWS, Southwest Florida Water Management District and City of Crystal River. The amounts of the insurance shall be not less than as follows:

\$1,000,000 each person*
\$1,000,000 each occurrence*
\$2,000,000 property damage*

The insurance policy or policies must specify that the insurer has no recourse against the Department of the Interior and the USFWS, Southwest Florida Water Management District, and City of Crystal River for claim expenses, payments of any premiums, or deductibles due. All listed parties will not be responsible for any omissions or inadequacies of insurance coverage and amounts if the insurance purchased by the Transportation Contractor is inadequate or otherwise insufficient. Transportation Contractor will also be required to indemnify and hold the City of Crystal River, SWFWMD and USFWS harmless for any injuries or damages caused by Transportation Contractor, its agents or employees.

27. Transportation Contractor is responsible for ensuring safety of shuttles/buses; on-site and off-site remediation of tripping hazards; and protocols and returns for lost and found visitor items.
28. Transportation Contractor is responsible for reporting any major safety hazards or issues to City Water Fronts Manager immediately.
29. Transportation Contractors and employees will only smoke in designated areas away from the view and respiratory tracks of MUNICIPAL PARTNER employees, visitors, and passengers of Transportation Contractor.
30. Smoking shall not be permitted on shuttles/buses or within the Three Sisters Refuge.
31. Certain areas on the property may be strictly off-limits and will be communicated by Transportation Contractor to passenger's in-route to Three Sisters Springs. MUNICIPAL PARTNER and USFWS will keep the Transportation Contractor informed of closures as necessary.
32. Children under the age of 16 must be under adult supervision at all times.
33. Any visitors in violation of Refuge regulations will be immediately reported to USFWS law enforcement personnel. The Transportation Contractor is not expected to enforce Refuge regulations outside of these conditions (no smoking, no access to water from land, etc...). See attached list of regulations.

-Ryan Maier 352-302-6117

-Craig Cavanna 352-302-8732
-Stan Garner 352-672-1036

34. Any accidents or injuries will be immediately reported to City of Crystal River

-Ed Call 352-422-2570
-City Hall 352-795-4216
-Stan Garner 352-672-1036

35. Transportation Contractor must indemnify, save, and hold harmless the Department of the Interior, USFWS, Southwest Florida Water Management District, City of Crystal River and its agents and employees from any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs, and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature arising out of acts or omissions of its employees, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this agreement.

For activities or events which are authorized or hosted by The Department of the Interior, the Service, the Southwest Florida Water Management District, and the City of Crystal River which are not part of the Transportation Contractor domain, these parties must indemnify, save, and hold harmless the Transportation Contractor and its agents and employees from any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs, and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature arising out of acts or omissions of its employees, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this agreement. This includes, but is not limited to, Refuge Open House events, special trips with guests, staff's day-to-day work on site, in-house tours or events, volunteers on duty and special education groups scheduled by the Service (e.g. Boy/Girl Scouts, school programs, etc.).

36. Transportation Contractor must promptly pay the Service the full value of all damages to the lands or other property of the Service caused by MUNICIPAL PARTNER, its employees, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.

37. Transportation Contractor will cooperate with the Service in the investigation of any claim that may be filed with the Service because of the activities of the Transportation Contractor, its employees, agents, representatives, or contractors (including any contractors' subcontractors).

38. The City and USFWS will cooperate with the Transportation Contractor in the investigation of any claim that may be filed with the Transportation Contractor because of the activities of the City and Service, its employees, agents, representatives, or contractors (including any contractors' subcontractors).

39. Transportation Contractor will assist in providing interpretation and environmental education to visitors at the pick-up site, in route, and/or during tour of boardwalk in coordination with USFWS to ensure consistent messaging including messaging in rules and regulations in multiple languages

(German, Spanish, French, Japanese, Portuguese, Russian, Italian, and Mandarin). When possible MUNICIPAL PARTNER will allow for one day of training for each employee with USFWS on policies, procedures, interpretation and environmental education.

40. MUNICIPAL PARTNER and USFWS will provide Transportation Contractor Script for providing interpretation and environmental education to visitors at the pick-up site and in route to the refuge. The script will not be altered or changed by Transportation Contractor.
41. Transportation Contractor will not sell or promote any other business or services, advertisements, merchandise or food/drinks that they may offer while under contract for transportation services during operating hours.
42. Messaging and information provided to the public by the Transportation Contractor is subject to review and approval by the USFWS.
43. The Transportation Contractor may advertise land access to Three Sisters Springs Refuge as a “contractor of the City of Crystal River” on the vehicles, on their website and social media with approval from the MUNICIPAL PARTNER prior to posting on any digital or printed media.
44. No advertisement of any kind is allowed on the outside or inside of vehicle without the express written approval and consent of the MUNICIPAL PARTNER.
45. Transportation Contractor must provide a uniform with employee name badges identifying their employees and business.
46. Transportation Contractor must provide service to the required 0-200 people per hour for the MUNICIPAL PARTNER even if the Transportation Contractor has additional events/ trips outside of or within the daily operations within the City.

47. Suspension and Termination

Suspension

The Waterfronts Manager may temporarily suspend operations under this contract in whole or in part when necessary for administrative purposes or to enhance or protect Refuge resources, visitor enjoyment or safety. No compensation of any nature shall be due the Transportation Contractor in the event of a suspension of operations, including, without limitation, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension. Suspension will be for the period of time deemed necessary by the Waterfronts Manager, or USFWS, and will be for the shortest duration practicable under the circumstances. Events which may give rise to consideration of a suspension include, without limitation, acts of God, legislative acts, executive acts, acts of the agency, or required construction or maintenance at the Refuge.

TERMINATION

48. **Assurance.** Any government action regarding termination of this Contract will be made at the discretion of the City Waterfronts Manager and will not be exercised in an arbitrary or capricious

manner. All final termination actions will require careful consideration of the relevant facts and circumstances and will be based upon a written determination that shall be furnished to the Transportation Contractor.

49. **Necessity.** When, in the discretion of the Waterfronts Manager, the Municipal Partner deems it to be in the best interest of the Government to terminate the Contract, the Waterfronts Manager may do so in whole or in part at any time when it is deemed necessary including, without limitation, for the purpose of enhancing or protecting Refuge resources or visitor enjoyment or safety.
50. **Default.** The Waterfronts Manager may terminate this Contract in whole or part for default if the Waterfronts Manager determines that the Transportation Contractor has breached any requirement of this Contract, including, but not limited to, the requirement to maintain and operate Transportation Services to the satisfaction of the Waterfronts Manager, the requirement to provide only the Transportation Services required or authorized by the Waterfronts Manager, the requirement to pay the established percentage payment and other fees payable hereunder, and the requirement to comply with Applicable Laws.
51. **Cure.** In the event of a default under the Contract, the Waterfronts Manager will provide the Transportation Contractor an opportunity to cure by providing written notice to the Transportation Contractor of the default. In the event of a monetary default, the Waterfronts Manager will give the Transportation Contractor a fifteen (15) day period to cure. If the default is not cured within said period, then the Waterfronts Manager may terminate the Contract. In the event of a nonmonetary breach, if the Waterfronts Manager considers that the nature of the default so permits, the Waterfronts Manager will give the Transportation Contractor thirty (30) days to cure the default, or to provide a plan, to the satisfaction of the Waterfronts Manager in his sole discretion, to cure the default over a specified period of time. If the default is not cured within this specified period of time, the Waterfronts Manager may terminate the Contract. Notwithstanding this provision, repeated default of the same nature, or a substantial, material breach, such as Transportation Contractor's unilateral cessation of the concession operation without fault of the City or USFWS, shall be grounds for termination without a cure period. In the event of a default of any nature, the Waterfronts Manager may suspend the Transportation Contractor's operations as appropriate.
52. **Bankruptcy Petition.** The Waterfronts Manager may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Transportation Contractor, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Transportation Contractor for the benefit of creditors, a petition or other proceeding against the Transportation Contractor for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The Waterfronts Manager may terminate this Contract if the Waterfronts Manager determines that the Transportation Contractor is unable to perform the terms of Contract due to bankruptcy or insolvency.

53. **Notice of Termination.** Termination of this CONTRACT for any reason shall be by written notice to the Transportation Contractor. The notice will set forth the effective date of the termination and the reasons for such termination.

Notice of Bankruptcy or Insolvency of the Transportation Contractor

54. The Transportation Contractor must give the Waterfronts Manager notice not less than fifteen (15) days prior to filing any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Transportation Contractor must also give the Waterfronts Manager immediate notice of any petition or other proceeding against the Transportation Contractor for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, this CONTRACT is not a lease, but is an executory CONTRACT exempt from inclusion in assets of Transportation Contractor pursuant to 11 U.S.C. §1135.

REQUIREMENTS IN THE EVENT OF TERMINATION

55. In the event of termination of this CONTRACT by the Waterfronts Manager for any reason, no compensation of any nature including, without limitation, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination, shall be due the Transportation Contractor for such termination.
56. Upon termination of this CONTRACT for any reason, and except as otherwise provided in this section, the Transportation Contractor shall, at Transportation Contractor's expense, promptly vacate the Concession Area, remove all of Transportation Contractor's personal property, repair any injury occasioned by installation of removal of such property, and ensure that the assigned Concession Facilities and Government Assigned Personal Property are in as good condition as they were on the Commencement Date of this CONTRACT, reasonable wear and tear expected.
57. To avoid interruption of Visitor Services to the public upon the termination of this CONTRACT for any reason, the Transportation Contractor, upon the request of the Waterfronts Manager, shall continue to conduct all operations hereunder under the terms and conditions of this CONTRACT for a reasonable period of time as determined by the Waterfronts Manager, not to exceed six (6) weeks, which may be extended by mutual agreement of the parties, except that in no event shall such continuation of operations, including any extensions, extend beyond the prescribed CONTRACT termination date set forth herein.
58. To avoid interruption of services to the public upon expiration of this CONTRACT or upon its termination for any reason, the Transportation Contractor, upon the request of the Waterfronts Manager, may consent to the use by another operator of the Transportation Contractor's personal property used in concession operations, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed six weeks from the date of such termination or

expiration. The other operator shall pay the Transportation Contractor an annual fee for use of such property, prorated for the actual period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, effective on the date the operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Transportation Contractor's Federal income tax return, whichever is less. To avoid interruption of services to the public upon expiration of this Contract or termination of this Contract for any reason, the Transportation Contractor may, upon the request of the Waterfronts Manager, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.

59. Compensation

Compensation for Personal Property

Except as otherwise provided in this Contract, upon expiration or termination of this CONTRACT for any reason, the Transportation Contractor shall remove its personal property from the Refuge unless it is sold to a successor Transportation Contractor. A successor Transportation Contractor may purchase such personal property from the Transportation Contractor subject to mutually agreed upon terms. Personal property of the Transportation Contractor not removed from the Refuge as of the date of expiration or termination of this Contract, unless the Waterfronts Manager in writing extends such date of removal, shall be considered abandoned property subject to disposition by the City under the instructions of the Waterfronts Manager. Such disposition will be made at the full cost and expense of the Transportation Contractor, in accordance with Applicable Laws. Any cost or expense incurred by the City as a result of such disposition may be offset from any amounts that may be owed to Transportation Contractor by the City.

60. **Assignment, Sale or Encumbrance of Interests**

There shall be no assignment, sale or encumbrance of the Transportation Contractor's interest in this Contract unless deemed necessary and appropriate in the discretion of the Waterfronts Manager for the continuation of Visitor Services to the public. In the event the Waterfronts Manager makes such a determination, the Waterfronts Manager may analyze the proposed transaction using the procedures set forth in 36 C.F.R. Part 51, or such other similar provisions or methods deemed reasonable by the Waterfronts Manager. Failure by the Transportation Contractor to comply with any such regulations or provisions with respect to any unauthorized assignment, sale or encumbrance of Transportation Contractor's interest in this Contract is a material breach of the Contract for which the Waterfronts Manager may terminate this Contract for default. The City shall not be obliged to recognize any right of any person or entity to an interest in this Contract of any nature, if obtained in violation of such regulations or provisions.

61. **End of Term**

At the expiration of this Contract or any extension thereof, the Transportation Contractor shall vacate the facilities. When all charges and damage claims due the City have been paid, the Transportation Contractor will then be permitted within a reasonable period, not to exceed thirty (30) calendar days from the expiration date or last day of any extension period, to enter upon and remove all of the Transportation Contractor's inventory, equipment and personal property. Failure to remove such

property during the thirty (30) day period (or during any extension of such period which the Waterfronts Manager may grant), shall amount to a forfeiture of said property to the City. Should the Transportation Contractor elect to sell, the City shall have the right of first refusal to purchase the Transportation Contractor's property.

BID #16-RFP-08

**BID PROPOSAL FOR
Three Sister Springs Refuge Transportation**

Proposal of _____
(Hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida and doing business as: _____ (insert "a corporation", "a partnership", or "an individual") as applicable.

To: _____ (hereinafter called "MUNICIPAL PARTNER")

In compliance with your Advertisement for bids, BIDDER hereby proposes to:

Perform all work and furnish all labor, materials and transportation equipment for Three Sisters Springs Refuge Transportation Project in strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to start the work by November 15, 2016 to be completed by March 31, 2017 as authorized by Notice to Proceed from the MUNICIPAL PARTNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the listed unit prices or lump sums shown in the BID FORM as follows:

The Bidder acknowledges having received the following project addendum:

No. _____, Date:

No. _____, Date:

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BID #16-RFP-08

BID PROPOSAL FOR THREE SISTER SPRINGS REFUGE TRANSPORTATION

Lump sum to provide Bus or Trolley services to transport 0-200 people per hour for peak season (November 15th-March 31st) \$_____.

Lump sum to provide Bus or Trolley services to transport 0-120 people per hour for non-peak season (April 1st-November 14th) \$_____.

THIS PROPOSAL DATED THIS _____ day of _____, 2016.

ATTEST:

By:

Authorized Signature

Witness

Printed Name, Title

Printed Name, Title

Company Name

Address:

Business License No. _____

Phone No. _____

BID #16-RFP-08

**SWORN STATEMENT PURSUANT TO SECTION 87.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the CITY OF CRYSTAL RIVER by _____ (print individual's name and title) for _____ (print name of entity submitting sworn statement) whose business address is: _____.

2. _____ and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,

- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The MUNICIPAL PARTNERSHIP by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length.

PUBLIC ENTITY CRIMES STATEMENT – 2

AGREEMENT, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it

was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

State of _____

County of _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is personally known to me or produced _____ as identification.

Notary Public

Notary Public Seal:

DRUG FREE WORKPLACE STATEMENT

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that:

_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from 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 employees 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Bidder's Signature

Date

FLORIDA STATUTES 287.122 (2) (A)

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

BID #16-RFP-08

AGREEMENT

THIS AGREEMENT (Hereinafter referred to as the “Agreement” or “Contract”), made this _____ day of _____ 2016 by and between the **City of Crystal River** (HEREINAFTER CALLED “City” or “MUNICIPAL PARTNER”) AND _____ doing business as (a Corporation, or a partnership, or an individual) hereinafter called “CONTRACTOR”, for the constructions of the **Three Sister Springs Refuge Transportation Project** .

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

1. The CONTRACTOR shall perform all work and furnish all necessary labor, equipment, materials, to provide transportation for the **Three Sister Springs Refuge Project**.
2. The CONTRACTOR will commence the work required by City November 15, 2016 of receiving the Notice to Proceed, and work continuously to complete the work March 31, 2019.
3. The MUNICIPAL PARTNER has determined and declared the above-named CONTRACTOR to be the lowest responsible bidder that meets the MUNICIPAL PARTNER’S business needs on the above referenced project, and has duly awarded this CONTRACT to said CONTRACTOR, for the unit prices contained in the bid.
The MUNICIPAL PARTNER shall pay the CONTRACTOR for the work performed as follows:
Payment for unit price items shall be at the unit price of the accepted bid option.
4. The MUNICIPAL PARTNER will pay the CONTRACTOR in a manner and at such times set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
5. The Contract Documents that comprise the entire Agreement between the City and CONTRACTOR are made a part hereof, and are incorporated herein by reference. There are no contract documents other than those listed below. If there are any conflicts between the terms of this Agreement and the

contract documents, the terms of this Agreement shall control over the terms of the contract documents and shall take precedence over same. The term “CONTRACT DOCUMENTS” means and includes the following:

- a. Invitation to Bid
 - b. Information for Bidders
 - c. Bid
 - d. Agreement
 - e. Sworn Statement
 - f. Notice of Award
 - g. Notice to Proceed
6. Default. The MUNICIPAL PARTNER reserves the right to immediately cancel or annul, either in whole or in part, any portion of this Agreement due to any failure or default (as defined herein) on the part of the CONTRACTOR to carry out any obligation, term, or condition, under this Agreement. In the event of any such failure or default, The City will issue a written Notice of Default, and if CONTRACTOR does not rectify such failure or default within ten (10) days of receipt of said notice, then the MUNICIPAL PARTNER shall serve the CONTRACTOR with a written Notice of Termination, which shall be effective immediately. Default shall be considered to be any act or failure to act on the part of the CONTRACTOR including, but not limited to, any of the following:
- a. The CONTRACTOR provides material or services that do not meet the specifications of the Agreement;
 - b. The CONTRACTOR fails to adequately perform the services set forth in the specifications of the Agreement;
 - c. The CONTRACTOR fails to complete the work required or furnish the materials required within the time stipulated in the Agreement.
7. The term of this Agreement shall be three (3) years, unless terminated earlier by the City as provided herein. The term may be renewed for a single one (1) year extension period, if agreed upon by the parties, in writing, at least six (6) months prior to the expiration of the initial three year term.
8. **ASSIGNMENT.** Neither party may assign, nor subcontract, this Agreement or any of its rights, duties or obligations under this Agreement without obtaining the other party’s prior written consent.
9. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances, sabotage, fire loss of or failure to obtain permits by MUNICIPAL PARTNER; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or

any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

10. During the performance of the Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
11. CONTRACTOR, on its behalf and its affiliates, agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
12. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

City of Crystal River
123 NW HWY 19
Crystal River, FL 34428
Contact Person: **Edward Call, Project Manager**

13. With a copy to:

14. This agreement shall be binding upon all parties hereto and respective heirs, executors, administrator, successors, and assigns.
15. Payment terms; payment to the Contractor shall be made within 30 days of receipt of an approved invoice.

16. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the City in the performance of this Agreement is that of an independent contractor. CONTRACTOR'S (3) full time employees ("FTE") shall at all times be under CONTRACTOR'S exclusive direction and control and will be employees or agents of CONTRACTOR. CONTRACTOR shall pay, and be solely responsible for all wages, salaries, and other amounts due its personnel in connection with this Agreement and shall be responsible for all reports and obligations respecting them including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation and similar matters. The parties acknowledge that the primary purpose of this Agreement is for CONTRACTOR to provide and City to obtain the services of CONTRACTOR and that all other provisions of this Agreement are ancillary to that primary purpose.

17. **INDEMNIFICATION.** CONTRACTOR shall, upon demand, indemnify, defend and hold harmless the City, its affiliates and their officers, directors, employees and agents, its affiliates and their officers, directors, employees and agents (collectively, the "Indemnified Parties") from and against, any and all damages, fines, penalties, deficiencies, losses and expenses (including without limitation interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment including, without limitation, those related to seeking indemnification under this Section) (collectively, "Losses") suffered, incurred or sustained by any of the Indemnified Parties or to which any of the Indemnified Parties become subject, resulting from, arising out of or relating to:

- a. CONTRACTOR'S breach of any covenant, agreement, representation or warranty contained in this Agreement; any claim by any third party that any intellectual property provided by CONTRACTOR in performing any services is libelous, infringes any copyright, including common law copyright, or interest in literary property, or patent, trademark or service mark, or violates any right of privacy or right of publicity, or constitutes unfair competition or misappropriation, or is otherwise unlawful or in violation of any third party rights; and any act or omission of CONTRACTOR in any way related to this Agreement; and claim for property damage or personal injury, including death, arising out of or relating to CONTRACTOR's performance under this Agreement.
- b. CONTRACTOR'S obligations under this section do not apply to those damages, fines, penalties, deficiencies, losses and expenses resulting from, arising out of or related to the City's negligence or wrongful acts or omission.
- c. **SOVEREIGN IMMUNITY:** City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability 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 City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

18. **Insurance Policies.** CONTRACTOR shall maintain for claims arising under the Agreement (i) worker's compensation and employer's liability insurance affording protection under the workers' compensation law of the states(s) in which services are to be performed, or containing an all-states endorsement, in the amounts required under applicable law, and (ii) comprehensive general liability insurance written on an occurrence basis, for bodily injury in the amounts of not less than \$2,000,000 per person and \$2,000,000 annual aggregate, ("General Liability Insurance"), and (iii) auto liability on all owned, non-owned and hired vehicles for third party bodily injury (including death) in an amount of not less than \$2,000,000 per occurrence (collectively, the "Insurance"). Such policies of insurance shall be procured from insurance companies rated A-VIII or better by the then current edition of Best's Insurance reports published by A.M. Best Co. The General Liability Insurance must include (i) products and completed operations liability coverage; and (ii) contractual liability coverage for the liabilities assumed by CONTRACTOR under this Agreement. CONTRACTOR shall self-insure for all property damage claims related to property in the care, custody and control of CONTRACTOR.

- a. Endorsements. The Insurance shall (i) name the City as an additional insured for claims arising under this Agreement, including without limitation, as an insured with respect to third party claims or actions brought directly against the City or against the City and CONTRACTOR as co-defendants and arising out of this agreement; (ii) contain a provision that the City, although named as an insured, shall nonetheless be entitled to recovery for any loss suffered by the City as a result of CONTRACTOR'S negligence; and CONTRACTOR shall provide the City with insurance certificates evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies thereafter, including a provision requiring the insurer to provide the City with not less than thirty (30) days prior written notice of any material change, cancellation or non-renewal coverage.
- b. Commencement. CONTRACTOR shall not commence performing services and/or providing materials unless and until it has purchased all insurance required by this Section, such insurance is in force, and the City has notified CONTRACTOR that the City has received evidence of the purchase of such insurance in form and substance acceptable to the City.

19. **E-Verify Requirements.**

- a. ***Federal E-Verify Requirements.*** CONTRACTOR shall comply with the requirements of Executive Order 13465, and its implementing rule 48 FAR §22.1800, as may be amended. CONTRACTOR shall enroll as a federal contractor in the U.S. Department of Homeland Security's E-Verify System (E-Verify System) and shall use the E-Verify System to verify the employment eligibility of: (a) all new hires working in the United States, except that the contractor may choose to verify only new hires assigned to the contract if the contractor is: (i) an institution of higher education (as defined at 20 U.S.C. 1001(a)); (ii) a State or local

government or the government of a Federally recognized Indian tribe; or (iii) A surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond; and (b) use E-Verify to verify employment eligibility of all employees assigned to the Agreement.

- b. ***Florida E-Verify Requirement.*** CONTRACTOR shall comply with the requirements of State of Florida Executive Order 11-12 and shall use the E-Verify System to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the CONTRACTOR to perform work pursuant to the contract with City.

20. **Public Records Requirements.** CONTRACTOR acknowledges that it is required to comply with Florida Statute §119.0701(b) Specifically, CONTRACTOR is required to:

- a. Keep and maintain public records required by the public agency to perform the City.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
21. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
22. **Governing Law.** All questions, issues or disputes arising out of or under this contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be in Citrus County, Florida, In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Citrus County, Florida. The parties waive any and all rights to have this action brought in any place other than Citrus County, Florida, under applicable venue laws. The parties agree that the

jurisdiction and venue of all disputes arising out of this contract lie in no Court other than those stated above, and specifically waive the right to initiate any proceedings in any of the Federal Courts of the United States.

23. **General.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. CONTRACTOR agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this contract. Time shall be of the essence of this contract. In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. The parties agree that this contract is consummated and entered into in Citrus County, Florida.

- a. **Severability.** Whenever possible each provision and term of this contract will be interpreted in a manner to be effective and valid but if any provision or term of this contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this contract.
- b. This Agreement contemplates the entire understanding of the parties, and neither party has relied on any other written or verbal information that is not otherwise contained herein. This Agreement may not be amended or modified, except by written addendum, executed by City and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, by their duly authorized officials, this Agreement.

CITY of Crystal River (MUNICIPAL PARTNER)

By: _____

Name: James Farley, Mayor

Date: _____

Attest:

By: _____

Date: _____

Name: Mia Fink, City Clerk

CONTRACTOR

CITY ATTORNEY

Approved as to Form:

Approved as to Form:

By: _____

By: _____

Name: _____

Name: George G. Angeliadis, City Attorney

Title: _____

Date: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

BID #16-RFP-08

The MUNICIPAL PARTNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of \$ _____.

You are required by the INFORMATION FOR BIDDER’S to furnish the required CONTRACTOR’S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said MUNICIPAL PARTNER will be entitled to consider all your rights arising out of the MUNICIPAL PARTNER’S acceptance of your BID as abandoned. The MUNICIPAL PARTNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the MUNICIPAL PARTNER.

Dated this _____ day of _____, 2016

City of Crystal River (MUNICIPAL PARTNER)

By: _____

Name: Ed Call, Waterfronts Manager

Attest: _____

Name: Mia Fink, City Clerk

Remainder of page left intentionally blank

ACCEPTANCE OF NOTICE

BID #16-RFP-08

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____ 2016

By: _____

Title: _____

NOTICE TO PROCEED

BID #16-RFP-08

TO: _____

DATE: _____

PROJECT: BID #16-RFP-08

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED: _____, ON OR BEFORE **November 15, 2016** AND YOU ARE TO START WORK WITHIN TEN (10) DAYS, AND COMPLETE ALL WORK BY **March 31, 2017**.

City of Crystal River (MUNICIPAL PARTNER)

By: _____

Name: _____

Title: _____

Remainder of page left intentionally blank

ACCEPTANCE OF NOTICE

BID #16-RFP-08

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____ ,
this the _____ day of _____, 2016

By: _____

Title: _____