



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



August 2, 2022
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2023-01 OUTSOURCED MOWING SERVICES

DUE DATE AUGUST 16, 2022, AT 2:00 P.M.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: Does this contract include fertilizing the turf? And is the turf currently fertilized?

1A: **The City does not currently fertilize the turf at City Parks. As a note, the athletic fields, which are not included in the scope of this mowing, are the only park locations fertilized.**

~~TS-07 (4) Shrubs, palms, and trees are to be fertilized two (2) times per year with an appropriate slow-release granular fertilizer in the spring and fall.~~

Replaced with:

TS-07 GENERAL CONDITIONS section A...line number 4

"Shrubs, palms, trees and turf (turf at facilities only) are to be fertilized two (2) times per year with an appropriate slow-release granular fertilizer in the spring and fall."

See attached REVISED EXHIBIT B.

2Q: How will this be awarded?

2A: **Please read TS-13 Criteria of Award**

3Q: Who is currently doing this contract?

3A: **Natural Designs Landscaping LLC and Walkers Service, Inc.**

4Q: How long is the new contract?

4A: **Please read TS-03 Bid Prices/Term**

5Q: Is there a bid bond? If so, when will the bid bond be returned?

5A: **Yes, please read TS-11 Bid Bond. Bid bonds are returned after the bid opening to the vendor not selected, and upon formal award to the selected vendor(s).**

6Q: Are there site visits available?

6A: **All sites are open to the public, except the Public Works Facility and Fire Station 86. Aerials are provided. If a vendor wants a site visit, please email purchasing@cityofnorthport.com. Site visit date and time will be posted on a following addendum.**

7Q: McKibben Park, there are many trees. The specs say to trim the oaks weekly. Is that what the city wants?

7A: **Please review TS-07-7**

8Q What are the insurance requirements for this project?

8A **Please review Attachment 2, page 26 of the solicitation for all insurance requirements.**

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

**Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com**

**Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2**



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July 19, 2022
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2023-01 OUTSOURCED MOWING SERVICES

DUE DATE AUGUST 16, 2022 AT 2:00 P.M.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: May we have previous bid tabs.
1A: See Attached

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
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North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1



Bidder Name

BID OPENING: February 16, 2018

				Superior Landscaping & Lawn Service, Inc.		Rightmire's Land Services, Inc.		Natural Designs Landscaping LLC		Walkers Service, Inc.	
LINE ITEM	ITEM DESCRIPTION	EST QTY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GROUP A											
1	Atwater Park	40	Each	\$732.000	\$29,280.000	\$0.000	\$0.000	\$158.130	\$6,325.200	\$143.000	\$5,720.000
2	Fire Rescue 83	40	Each	\$1,024.000	\$40,960.000	\$0.000	\$0.000	\$65.260	\$2,610.400	\$160.000	\$6,400.000
3	Fire Rescue 84	40	Each	\$570.000	\$22,800.000	\$0.000	\$0.000	\$127.180	\$5,087.200	\$167.000	\$6,680.000
4	Public Works Complex	40	Each	\$2,605.000	\$104,200.000	\$0.000	\$0.000	\$546.980	\$21,879.200	\$545.000	\$21,800.000
5	GROUP A TOTAL				\$197,240.000		\$0.000		\$35,902.000		\$40,600.000
GROUP B											
6	Hope Park	40	Each	\$470.000	\$18,800.000	\$200.000	\$8,000.000	\$62.570	\$2,502.800	\$167.000	\$6,680.000
7	Kirk Park	40	Each	\$468.000	\$18,720.000	\$250.000	\$10,000.000	\$39.330	\$1,573.200	\$235.000	\$9,400.000
8	LaBrea Park	40	Each	\$480.000	\$19,200.000	\$250.000	\$10,000.000	\$207.930	\$8,317.200	\$226.000	\$9,040.000
9	Marius Park	40	Each	\$285.000	\$11,400.000	\$100.000	\$4,000.000	\$27.920	\$1,116.800	\$121.000	\$4,840.000
10	McKibben Park	40	Each	\$658.000	\$26,320.000	\$250.000	\$10,000.000	\$227.570	\$9,102.800	\$262.000	\$10,480.000
11	Pine Park	40	Each	\$470.000	\$18,800.000	\$250.000	\$10,000.000	\$103.510	\$4,140.400	\$229.000	\$9,160.000
12	GROUP B TOTAL				\$113,240.000		\$52,000.000		\$26,753.200		\$49,600.000
GROUP C											
13	Warm Mineral Springs Interior and Front	40	Each	\$2,085.000	\$83,400.000	\$0.000	\$0.000	\$692.770	\$27,710.800	\$748.000	\$29,920.000
14	Fire Rescue 85 Finish Mowing	40	Each	\$1,024.000	\$40,960.000	\$0.000	\$0.000	\$126.750	\$5,070.000	\$55.000	\$2,200.000
15	GROUP C TOTAL				\$124,360.000		\$0.000		\$32,780.800		\$32,120.000
GROUP D											
16	Warm Mineral Springs Exterior	8	Each	\$1,380.000	\$11,040.000	\$0.000	\$0.000	\$1,019.300	\$8,154.400	\$1,315.000	\$10,520.000
17	Fire Rescue 85 Exterior	4	Each	\$760.000	\$3,040.000	\$0.000	\$0.000	\$1,001.880	\$4,007.520	\$375.000	\$1,500.000
18	Narramore Swales	12	Each	\$610.000	\$7,320.000	\$0.000	\$0.000	\$239.570	\$2,874.840	\$726.000	\$8,712.000
19	GROUP D TOTAL				\$21,400.000		\$0.000		\$15,036.760		\$20,732.000
20	TOTAL (Groups A-D)				\$456,240.000		\$52,000.000		\$110,472.760		\$143,052.000

City of North Port



Request for Bid No. 2023-01

OUTSOURCED MOWING SERVICES

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
RFB NO. 2023-01
OUTSOURCED MOWING SERVICES**

The City of North Port will be requesting sealed bids from a licensed and experienced Contractor capable of performing mowing services at selected City properties as described within this bid document.

**NON-MANDATORY PRE-BID MEETING: July 28, 2022, AT 10:00 AM
4970 CITY HALL BOULEVARD, FINANCE DEPARTMENT ROOM 244, NORTH PORT, FLORIDA 34286**

All potential Bidders are recommended to attend the non-mandatory pre-bid conference and site visit will be conducted to answer questions regarding the bid requirements. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents. Site visit will follow.

**BID OPENING: AUGUST 16, 2022, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286**

ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 337A

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on www.demandstar.com. Links to DemandStar are also available from the City website at www.Cityofnorthport.com. Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.cityofnorthport.com/filesshare> (**select the Purchasing Folder and scroll to Project RFB 2023-01**). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Keith Raney, Contract Administrator II at 941.429.7103. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@Cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **August 9, 2022 at 2:00 PM**.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATES: July 14, 2022

- www.Cityofnorthport.com & www.demandstar.com

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NUMBERS</u>
NOTICE OF AVAILABILITY OF BID SPECIFICATIONS (LEGAL NOTICE)	2
TABLE CONTENTS	3
STATEMENT OF NON-SUBMITTAL	4
SECTION I: INSTRUCTION TO BIDDERS	5
SECTION II: TECHNICAL SPECIFICATIONS	18
SECTION III: CHECK LIST FOLLOWED BY ATTACHMENTS 1-18 TO BE COMPLETED AND RETURNED WITH BID	23

EXHIBITS

ATTACHMENTS:

- 1A. Bid Form (1 page, in Excel format)
- 1B. Location Maps (18 Pages)

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2023-01 OUTSOURCED MOWING SERVICES**.

_____ Insufficient time to respond to the Request for Bid.

_____ We do not offer this product/service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Specifications are unclear (explain below).

_____ OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@Cityofnorthport.com.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- **Addenda:** a written change to a solicitation
- **Bid:** any offer submitted in response to this request for Bid.
- **Bidder:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions: Special Conditions: Technical Specifications, the Bid Form: Non-Collusive Affidavit: Public Entity Crime Form: Certificate(s) of Insurance, if required: Payment and Performance Bonds, if required: Corporate Resolution: Bid Bond, if required: Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **City:** Shall refer to City of North Port, a municipal corporation of the State of Florida.
- **Contract:** The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Responsible:** Refers to a Bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- **Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- **Request for Bid (RFB):** Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible Bidder.
- **Solicitation:** The written document requesting either bids or proposals from the marketplace.
- **Successful Bidder(s):** The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award.
- **Vendor or Contractor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, Bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

limitations that effect the work to be performed under this Contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the Bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each Bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all Bidders. Receipt by each Bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective Bidders of addenda issued to the bid documents: however, it shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a Bidder only if received in writing, properly signed by an officer of the Bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the Bidder's bid form.

Bids may be withdrawn by request of the Bidder prior to the time fixed for opening. Error or negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments: however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

Bid Bond: Each bid must be accompanied by a Bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening or fails to execute any necessary additional documents. Cashier's checks will be returned to all Bidders after award of bid. If using a bid bond use the City of North Port bid bond form.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the Bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, ***all blank spaces*** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the Bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the Bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to Bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and subcontractors form. This form must be completed and included with the bid form. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder and total bid price of each Bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present but are invited to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response: the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

4. AWARD OF BID: The award shall be let to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

5.ERRORS: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

discrepancies found on the face of the bidding schedule as submitted by Bidders:
Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the City will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

7. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

8. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

9. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased:
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing:
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier:
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

10. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

11. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

12. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this solicitation which the Bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

13. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the Bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

14. CODE OF ETHICS: With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

15. COLLUSION: By offering a submission to this RFB, the Bidder certifies that the Bidder has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor: any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor: no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into: and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.

16. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(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/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of 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 with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

17. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any Bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the affidavit.

18. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

19. NON-DISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Contract to provide any 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 any public entity: and may not transact business with any public entity.

20. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

20.1. Keep and maintain public records required by the City to perform the service.

a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and Contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

20.2. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

20.3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

20.4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

20.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270: E-MAIL: publicrecordsrequest@Cityofnorthport.com.

20.6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

21. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- d. A declared emergency of the federal, state, or local government; or

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

- e. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
- g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
- i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

22. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

23. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

24. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

25. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

26. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, and Local Government Attorneys controls Contracting with City employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

- (b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:
1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder:
 2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a Contract other than by the mere submission of the bid: and
 3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

27. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

28. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

29. STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful Bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful Bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the Bidder.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

33. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

34. AUDIT: City shall have the right to audit Vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

35. UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.

36. EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

37. PAYMENT: One (1) original requests for payment must be submitted to the City of North Port on a form approved by the City. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied by written consent of the surety, when applicable, and an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City will not reduce the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials and services furnished under this Contract.

Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, the surety does not object, and the City has retained adequate coverage for the project through the achievement of Final Completion.

38. MBE: Contractors awarded construction Contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

39. DBE Contract Assurance (IF APPLICABLE): The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

40. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

41. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

42. SCRUTINIZED COMPANIES:

A. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel: and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and

3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.

2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and

3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

43. LOCAL PREFERENCE: Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

Preference shall be given to a “local business or North Port local business” in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any Bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific Contract award.

“Local business” means a Bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

“North Port local business” means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder’s submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible Bidder who is not a local business (hereafter, non-local business Bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business and North Port local business Bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business Bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business Bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business Bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business Bidders within two and one-half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business Bidder who matches the low bid shall receive the award. If no eligible North Port local business Bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business Bidder who matches the low bid. If no eligible local business Bidder can match the low bid, the award shall be made to the lowest responsive and responsible Bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

44. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to Contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to Contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

45. RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

46. DIRECT PURCHASE: The City reserves the right, at the City's sole option, to utilize the Purchasing Department's direct purchase order system. Direct purchase orders may be issued for applicable supplies and equipment to utilize in this project in order to recover applicable sales tax on these purchase orders.

47. E- VERIFY: The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

48. BUY AMERICA: The City is committed to the procurement of products and services that are produced or manufactured in America. The city encourages all contractors and vendors to buy American made materials and products.

END OF SECTION I

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

SECTION II

TECHNICAL SPECIFICATIONS

PURPOSE: It is the intent of the City of North Port (hereinafter referred to as “City”) to secure the services of a professional, licensed, and qualified Contractor capable of performing groundskeeping and mowing services for City properties at the locations as described within this bid document. These specifications are intended to provide the information by which prospective bidders may understand the minimum requirements of the City of North Port relative to entering into a contract to furnish Outsourced Mowing Services for select City properties within the boundaries of the City of North Port.

TS-02 SCOPE OF SERVICES: The work covered by this contract requires the servicing of select City properties within the City of North Port which consist of furnishing all labor, equipment, materials and services necessary to satisfactorily perform the Outsourced Mowing Services for select City properties as determined by the City. Mowing shall be accomplished with any combination of equipment that the Contractor finds advantageous to the task for dry and/or rainy season that will provide a finish cut and appearance. Finish work including, but not limited to trimming/pruning, edging, line trimming, and weeding, will be required to maintain an attractive finished appearance as directed by the City representative.

TS-03 BID PRICES/TERM: The term of the contract shall be from date of award through and including November 30, 2023. The contract may be renewed at the same unit prices, terms, and conditions for two (2) additional one (1) year terms, by mutual agreement. The bid prices shall include Contractor’s costs for all transportation, labor, and equipment used to perform groundskeeping and mowing services for select City properties.

TS-04 PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of April, Producer Price Index (PPI) Industry Series or any other indices recognized for mowing services as listed on the bid form.

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City’s Purchasing Division may require additional information to verify the price increase.

TS-05 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the City and a purchase order, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Senior Purchasing Administrator, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

TS-06 QUALIFICATIONS: The City will only entertain bids from bidders with a minimum of three (3) years' experience in **commercial** groundskeeping and mowing services. Additionally, Bidders shall submit a **commercial** client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

Contractor or designated supervisor shall have completed a Sarasota County approved Best Management Practices training program and shall be required to provide the certificate of completion with the submission of their bid. Should the Contractor not have this certificate, they shall be required to obtain it within three (3) months of the award of bid and provide proof of completion. The Contractor will also provide a copy of all applicable certifications and licenses with the submission of their bid.

The Bidder shall provide a list of owned and/or leased equipment to include, but not be limited to:

- Brand and date of manufacture
- Condition
- Whether owned or leased
- If leased, date of lease expiration

TS-07 GENERAL CONDITIONS:

A. Unless otherwise specified, Contractor is responsible for:

1. Mowing, hard edging, line trimming and blowing weekly during "rainy season" (May, June, July, August, September, and October) and every other week during "dry season" (November, December, January, February, March, and April) for an estimated 40 visits per year, unless otherwise noted.
2. During each visit, Contractor is responsible for weed control of beds and hard surfaces (spray or hand pull), spot treatment for ants, removal of all debris (trash and plant debris-trash is not to be mowed over), and the raking of playground mulch in specified locations.
3. Advion Fire Ant Bait (no substitutions unless approved in writing in advance by the City) is to be broadcast applied quarterly to all properties in their entirety, unless otherwise noted.
4. Shrubs, palms, and trees are to be fertilized two (2) times per year with an appropriate slow-release granular fertilizer in the spring and fall.
5. All fertilizers to be in accordance with UF/IFAS guidance for application rates and nutrient analysis for the intended plant species.
6. Insecticides for shrubs are to be applied two (2) times per year in accordance with UF/IFAS guidelines.
7. Shrubs, palms, and trees up to 16' are to be trimmed monthly.
8. The City shall be notified in writing at least one (1) week in advance of all special treatments, including fertilization of shrubs, palms, trees and turf, insecticide application and ant treatments.

B. Prior to cutting an area, the Contractor will remove and dispose of any debris that will leave unacceptable

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

residue after cutting. (For example, trash, rubbish, branches, boughs, and like debris.)

Any unacceptable debris residue that remains after cutting will be cleaned up immediately and properly disposed of by the Contractor.

- C. All mowers shall be equipped with suitable safety devices to prevent stones or other foreign matter from being propelled in any direction from the cutting. Sufficient equipment to meet the requirements of the Contract, in the opinion of the City, is a determinate factor for award and or renewal.
- D. Mowing will be performed with a clean, sharpened, balanced blade. All finished mowing will be no lower than a grass height of **4 inches (4")** during "dry season" months and **three inches (3")** during "rainy season" months. Scalping is not tolerated.
- E. Contractor is responsible for pruning shrubs and trimming all dead fronds from palm trees sixteen feet (16') and below monthly. Contractor is responsible for removing and properly disposing off site all palm fronds and branches on each visit. Contractor is to maintain the shape of established mulch circles arounds trees, taking care not to mow or trim mulch away.

Contractors staff shall also be instructed to make every effort not to skin bark or break branches from trees. If low-hanging branches pose a problem, the Contractor shall remove any branches up to a two-inch (2") diameter, back to the lateral branch. Larger branches shall be noted and reported for City action. Trimmed branches are to be removed and disposed of properly off site.

- F. No clippings shall be blown into any lake/pond areas, mulched plant beds, ball fields, fences, playgrounds or signs, nor left on sidewalks, parking areas, patios, pavilions or roadways. During "rainy season" months, excess clippings potentially could pile up which could harm the underlying turf. Contractor is to mitigate these clippings, so this does not happen. Along any structure, playground, fence, pond/lake, mulched plant beds, a/c equipment, sign, etc. the mowing discharge is to be faced away from the structure, playground, fence, pond/lake, sign, etc. and a minimum of three (3) rows of cutting shall take place before turning and discharging back towards the structure, pond/lake or equipment. Structures, playgrounds, fence lines, ponds/lakes, a/c equipment, signs, etc. shall be line trimmed to maintain a crisp appearance. Ponds/lakes may be mowed to the water's edge as long as it is safe to do so and the discharge is away from the water.
- G. Edging of turf next to sidewalks and curbs shall be part of each service. Turf located adjacent to asphalt shall be edged **monthly**. All edging of pavement and asphalt shall be done mechanically, not chemically.
- H. The Contractor shall be responsible for cutting and/or trimming the grass and other plants or weeds, excluding Bald Cypress or intentional aquatic plantings around retention ponds or waterways. Grass must be trimmed six inches (6") into the water's edge with a string trimmer on each visit. This includes any area that has standing water or is too wet to be mowed with regular mowing equipment during the "rainy season" months (i.e.: retention areas, puddles, etc.).
- B. I. The Contractor shall be responsible for the protection of all signs, fencing, a/c equipment, back-flow preventers or other utilities, curbs, and appurtenances including trees and shrubs located within the property as it relates to their groundskeeping and mowing. All repairs shall be in accordance with City standards, and coordinated with City staff. The cost for the repair or replacement of any of the

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

above or other incidental damage shall be borne by the Contractor. All items that are damaged must be reported immediately. The Contractor is responsible for all damages to property and person caused by their employees under this agreement. Any reasonable claim not properly addressed shall be reason for the City to withhold from the Contractor's payment an amount equal to the claim at the discretion of the City.

- J. The Contractor is expected and must report any hazardous condition observed at any mowing location. For example, raised roots causing a trip hazard, washouts in parking areas, limbs outside the scope of this agreement that are falling or damaged. All hazards are to be report to a City representative as soon as they are identified.
- K. It shall be the Contractor's responsibility to notify the City of any maintenance problems or additional maintenance needs. Should additional costs be involved which are not covered within the Contract Specifications, a Unit Cost shall be agreed upon by the Contractor and the City prior to performing additional services. In the event of tree/bush removal/replacement as part of additional maintenance services, the contractor will notify the CITY rep to advise and provide estimated cost for approval prior to any removal or replacement.
- L. The Contractor is warned that he/she must inspect the area ahead of the mowing operation and list all existing damaged signs, utilities, trees or other facilities in the area. Any damages must be conveyed to the City prior to each mowing cycle. Failure to inspect and prepare such a listing will result in the City determining the responsibility for each occurrence of damage.
- M. If, as determined by the City, curbs, car stops, fences, plants, trees, or grass become damaged beyond its existing character or condition or die due the neglect or damaged caused by the Contractor or Contractor's employees, the damaged items shall be replaced by the Contractor within fourteen (14) calendar days after notification. Failure to repair damage within fourteen (14) calendar days from date of notice will result in the work being performed by the City, or other sub-contractors and the cost deducted from Contractor's invoice.
- N. The City reserves the right to add, delete, or modify any location(s) during any part of the Contract period. Additions, deletions and/or modifications shall be adjusted by Change Order with the appropriate cost adjustment.
- O. The Contractor's performance will be subject to review by the City on a continuous basis. Should the Contractor fall behind in a production schedule or violate these specifications, he will be notified in writing, the same must be corrected within five (5) calendar days of the writing. If the Contractor fails to perform within this time period, the Contract may be canceled for cause upon written notice, in accordance with the Instructions to Bidder.
- P. The Contractor shall be paid **following completion** and acceptance of each cycle per area after City acceptance. Payment shall be made in accordance with Florida State Statutes on Prompt Payment. All invoices are to reference the dates services were performed, and the services provided. No invoices are paid in advance of service being rendered.
- Q. For clarification, a fiscal year shall be defined as the period from October 1 to September 30. Whenever the term "year" is mentioned in this contract it shall be considered a fiscal year.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

- R. The successful Contractor shall provide a proposed mowing schedule at the Pre-Commencement meeting. Prior to the start of each month, the Contractor to provide a spreadsheet or calendar reflecting the dates and services of the work that will be completed for that month with the mutual understanding between the Contractor and the City that weather could alter the planned schedule.

TS-08 PRE-COMMENCEMENT MEETING: Prior to beginning work, a Pre-Commencement meeting will be held, at which time the Contractor shall have the opportunity to review and discuss the Technical Specifications and the proposed mowing schedule outlined in the specifications. Once the mowing schedule is approved, no change in sequence(s) will be allowed without the written approval from the City. The approved schedule will show the order of progress with commencement dates for each area.

TS-09 INSPECTION: The City will provide an inspector who will personally visit all sites to assure that the schedules and performances are in accordance with the contract requirements. If there are any problems with the mowing areas, the Inspector will review them with the Contractor, who will in turn remedy the problems within forty-eight (48) hours unless otherwise agreed upon with the City Inspector.

TS-10 ACCIDENTS, THEFTS, OR VANDALISM: The Contractor shall be responsible to report any accidents, thefts or vandalism involving or occurring within the areas covered by this Contract. Should accidents, thefts or vandalism occur; the Contractor should photograph the damage or loss and provide that photo to the City Representative(s) at no additional cost. Should assistance be requested by law enforcement, emergency personnel or others, the costs shall be included in the Contract unless otherwise approved by the City.

TS-11 BID BOND: Bidder shall include a bidder's bond or cashier's check with their bid submittal in the amount of 5% of total bid.

TS-12 FUNDING: The contract is subject to the annual appropriation of funds by Commission.

TS-13 CRITERIA FOR AWARD: The award of this bid may be in total or in part, to the lowest, responsive, responsible bidder(s), whichever is deemed to be in the best interest of the City. At their sole discretion, the City reserves the right to award by line, group of lines or in total. Other consideration of award may be local preference, experience/qualifications, client list and equipment list. Any unfavorable references may be cause to deem a bidder non-responsive.

City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

END OF SECTION III

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

BIDDER CHECKLIST (INCLUDE THIS LIST W/SUBMITTAL)

p 23

- **ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID**

SEALED RFB ENVELOPE LABEL

p 24
Check (v)

ATTACHMENT 1: Insurance Requirements and Acknowledgement (**page 48 acknowledgement to be submitted**)

ATTACHMENT 2: Excel Tabulation Price Sheet (**must complete and Submit in excel format on USB DRIVE**). **DO NOT RECREATE THIS FORM.**

ATTACHMENT 3: Bid Form

ATTACHMENT 4: Statement of Organization

ATTACHMENT 5: Addenda and Bond Form

ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List

ATTACHMENT 7: Qualifications and References

ATTACHMENT 8: Non-Collusive Affidavit

ATTACHMENT 9: Conflict of Interest

ATTACHMENT 10: Public Entity Crime Information

ATTACHMENT 11: Drug-Free Workplace Form

ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)

ATTACHMENT 13: Standard Indemnification Agreement (Non-Construction/Non-Design Professional)

ATTACHMENT 14: Scrutinized Company Certification Form

ATTACHMENT 15: Lobbying Certification

ATTACHMENT 16: Vendor’s Certification For E-Verify System

ATTACHMENT 17: Bid Bond (Must use this form and attach with Bid submittal)

ENVELOPES MUST BE MARKED

“SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)”.

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN	
RFB #: _____	
RFB TITLE: _____	
DATE DUE: _____	
TIME DUE: _____	
SUBMITTED BY: _____	
(Name of Company)	
_____	_____
e-mail address	Telephone
Deliver to:	
City of North Port	
Finance Department - Purchasing Division	
Keith Raney, Contract Administrator II	
4970 City Hall, 3 RD Floor, Suite 337	
North Port, Florida 34286	
RFB NO. 2023-01	
OUTSOURCED MOWING SERVICES	

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 1:

BID SCHEDULE IN EXCEL FORMAT

SEPARATE ATTACHMENT

- DO NOT RECREATE
- SUBMIT AN (1) ORIGINAL AND (1) HARD COPY
- DO NOT PDF EXCEL SPREADSHEET SAVE IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. DO NOT RECREATE FORM. All GREEN spaces in the Bid Form to be filled. *Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the spaces. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 2:

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Requirements:

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- fire damage \$100,000

- a) The policy shall be endorsed to include the following **additional insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000
- Property Damage (per accident) \$1,000,000

- a. The policy shall be endorsed to include the following **additional insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the City of North Port.

3. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$500,000
 - a. Policy shall contain a waiver of subrogation against the City of North Port.
 - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME _____ **TITLE** _____

AUTHORIZED SIGNATURE _____ **DATE** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

**ATTACHMENT 3:
BID FORM**

Name of Bidder/Company Name: _____
Business Address: _____
City/State/Zip Code: _____
Bidder/Company Telephone Number: _____
E-mail Address: _____
Contractor License #: _____
FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2023-01 OUTSOURCED MOWING SERVICES** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the BidForm.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL: _____ \$ _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 4:

STATEMENT OF ORGANIZATION

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name _____

Telephone # _____ E-Mail _____ Fax # _____

Main Office Address _____

City _____ State _____ Zip Code _____

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail _____ Fax # _____

Name & Title of Firm Representative _____

Federal Identification Number: _____

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please

Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITT

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 5:

ADDENDA AND BOND INFORMATION

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 17 & 18)

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____

(insert: "cash", "Bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a Contract with the City as specified in the Contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay City's reasonable attorneys' fees incurred with or without suit.

All Contract documents (i.e., cashier's check, bid bond) shall be in the name of "City of North Port".

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 6:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale:

1-Excellent: 2-Good: 3-Fair: 4-Poor. (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned
1. _____				
2. _____				
3. _____				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2023-01 OUTSOURCED MOWING SERVICES**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. _____
3. _____

SUPPLIER(S)

1. _____
2. _____
3. _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

**ATTACHMENT 7:
QUALIFICATIONS AND REFERENCES**

The City will only entertain bids from bidders with a minimum of three (3) years' experience in **commercial** groundskeeping and mowing services. Additionally, Bidders shall submit a **commercial** client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

Contractor or designated supervisor shall have completed a Sarasota County approved Best Management Practices training program and shall be required to provide the certificate of completion with the submission of their bid. Should the Contractor not have this certificate, they shall be required to obtain it within three (3) months of the award of bid and provide proof of completion. The Contractor will also provide a copy of all applicable certifications and licenses with the submission of their bid.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

6. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 8:

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply:

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:

3. Such reply is genuine and is not a collusive or sham reply:

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20_____.

By: _____

(Printed Name)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

**ATTACHMENT 9:
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

_____ I am an employee, public officer or advisory board member of the City

_____ (List Position Or Board)

_____ I am the spouse or child of an employee, public officer or advisory board member of the City

Name: _____

_____ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

_____ Respondent employs or Contracts with an employee, public officer or advisory board member of the City.

Name: _____

_____ None of The Above

PART II: Are you going to request an advisory board member waiver?

_____ I will request an advisory board member waiver under §112.313(12)

_____ I will NOT request an advisory board member waiver under §112.313(12)

_____ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

**ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, 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 with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent _____,

Located at: _____

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____ E-mail: _____

State of _____

County of _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 11:

DRUG-FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: _____ (Company Name) 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 specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s 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 for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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 so 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 Respondent complies fully with the above requirements.

Check one:

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

_____As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 12:
AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____

County of _____

Before me, the undersigned authority, personally appeared: _____

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is:

AND

4. I affirm that at least fifty percent (50%) of the Bidder’s employees are residents of the City of North Port. If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder’s submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a Local Business Status.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

AFFIDAVIT

Claiming Status as a North Port Local Business

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____

County of _____

Before me, the undersigned authority, personally appeared: _____

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder’s employees are residents of the City of North Port.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder’s submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 13:

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery at 5455 Pan American Blvd., North Port, FL 34287. Notification may also be provided by fax transmission to 941-423-2570.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Company Name: _____

Signature of person authorized to bind the Company: _____

Print name and title of person above: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A BID.

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 14:

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

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

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

____ This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

____ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED)

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

ATTACHMENT 15:

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2022 _____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2022.

By: _____

(Printed Name)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2023-01 OUTSOURCED MOWING SERVICES

**ATTACHMENT 17:
CITY OF NORTH PORT
BID BOND**

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ Contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for **(RFB NO. 2023-01)**. OUTSOURCED MOWING SERVICES

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void: otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal: _____ (SEAL)

(Principal)

(By)

Witness as to Surety: _____ Printed Name

(SEAL)
(Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

THIS PAGE MUST BE COMPLETED AND SUBMITTED