

# City of North Port



## Request for Bid No. 2026-05

### Citywide Tree and Brush Abatement Services



## CITY OF NORTH PORT

FINANCE DEPARTMENT/PURCHASING DIVISION

4970 CITY HALL BLVD

NORTH PORT, FL 34286

Office: 941.429.7170

Fax: 941.429.7173

Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



### NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

RFB NO. 2026-05

#### Citywide Tree and Brush Abatement Services

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified contractor capable of providing services in accordance with specifications to furnish all labor, materials, equipment and incidentals required for citywide tree and brush abatement services including, but not be limited to, tree trimming, invasive plant underbrush and foliage removal, and hazardous tree removal at the locations provided when service is requested as described within this bid document. These specifications are intended to provide information by which prospective bidders may understand the minimum requirements of the City of North Port relative to entering into a contract to furnish tree trimming, invasive plant underbrush and foliage removal, and hazardous tree removal services within the boundaries of the City of North Port.

#### BID OPENING:

4970 CITY HALL BOULEVARD, PURCHASING SUITE 337A, NORTH PORT, FLORIDA 34286

DECEMBER 12, 2025 at 2:00 PM

***\*\*All bids are date and time stamped in Purchasing 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](http://www.demandstar.com). The only place to obtain the addenda is on [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.Northportfl.gov](http://www.Northportfl.gov). Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.northportfl.gov/files> (*select the Purchasing Folder and scroll to Project RFB 2026-05*). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Marisa Doherty, Contract Administrator II at 941.429.7186. Requests for additional information or clarification regarding the specifications must be sent via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **December 5, 2025 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: November 7, 2025**

[www.northportfl.gov](http://www.northportfl.gov)

[www.demandstar.com](http://www.demandstar.com)

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**EXHIBITS**

**ATTACHMENTS:**

1. Excel Bid Schedule

**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 **2026-05 Citywide Tree and Brush Abatement 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@Northportfl.gov](mailto:purchasing@Northportfl.gov).

## 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.

### 1. 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 Special Conditions; the Bid Form; Bid Schedule; Statement of Organization; Addenda prior to receipts of bids; Equipment and Source of Supply List; Qualifications and Experience Form; Insurance requirements; Certification Regarding Lobbying; Non-Collusive Affidavit; Conflict of Interest Form; Public Entity Crime Information; Drug-Free Workplace Form; Scrutinized Company Certification Form; Vendor's Certification For E-Verify System; Human Trafficking Affidavit; Foreign Entities of Concern Affidavit; Affidavit Claiming Status As A Local Business **Or** North Port Local Business Status.
- 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.

### 2. 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/ SITE:** Prior to submission of a bid form, Bidders shall carefully examine the Special Conditions, City forms, drawings or plans if applicable 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 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](http://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 drawings and 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.

### 3. 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.

**Bid Bond:** (*Not Applicable*) 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.

4. **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.
5. **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. The 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.
6. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic 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.

7. **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](http://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.
8. **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.
9. **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.

- 10. 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.

- 11. 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.

**12. TERMINATION OF CONTRACT:**

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
  - (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
  - (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
  - (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.

- (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request 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.
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
  - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
  - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by the Contractor;

- (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
- (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

G. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

H. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

I. E-Verify Violation.

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**13. 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.

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

- 15. 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.
- 16. 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 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.
- 17. 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.
- 18. 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.
- 19. 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.

- 20. 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.
- 21. 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.

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

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. 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.
- 21.5. 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@Northportfl.gov.**

21.6. 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.

## **22. FORCE MAJEURE:**

1. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
  - (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
  - (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
  - (3) 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;
  - (4) A declared emergency of the federal, state, or local government; or
  - (5) Any other like event that is beyond the reasonable control of the non-performing party; then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:
  - (6) The non-performing party provides written notice within five (5) calendar 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 Contract;
  - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
  - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
  - (9) 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 must 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.
  - (10) The non-performing party's affected obligations under this Contract 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 will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
  - (11) The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

**23. 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.

**24. 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.

- 25. 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.
- 26. 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.
- 27. 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 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.

- 28. 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.

- 29. 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.

- 30. 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.
- 31. 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.
- 32. PERFORMANCE EVALUATION:** At the end of the Contract, the receiving department may evaluate the successful Bidder's performance. This evaluation will become public record.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 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 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:**

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.
- 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.
- 49. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
- 50. DEBARMENT AND SUSPENSION STATUS:** The Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency, nor is the Bidder an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the covered transaction by any government agency.

The Bidder has not within three (3) years preceding this solicitation been convicted of or had a civil suit judgment rendered against the Bidder for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

The Bidder is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated above.

The Bidder has not, within three (3) years preceding this Solicitation, had any government (federal, state, or local) transactions terminated for cause or default.

- 51. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:** By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**52. FOREIGN ENTITY OF CONCERN COMPLIANCE WITH FLORIDA STATUTE 287.138**

(1) As used in this section, the term:

- a) "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
- b) "Department" means the Department of Management Services.
- c) "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro,

or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

**d)** “Governmental entity” means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

**(2)** A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if:

(a)The entity is owned by the government of a foreign country of concern;

(b)The government of a foreign country of concern has a controlling interest in the entity; or

(c)The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

**(3)** **Beginning July 1, 2025**, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual’s personal identifying information.

**(3)(a)** **Beginning January 1, 2024**, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual’s personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual’s personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)- (c).

### 53. **HUMAN TRAFFICKING** - Florida Statutes Section 787.06(13)

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

**END OF SECTION I**

**SECTION II. SPECIAL PROVISIONS**

- A. INTENT:** 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 abatement services including, but not be limited to, tree trimming, invasive plant underbrush and foliage removal, and hazardous tree removal at the locations provided when service is requested as described within this bid document. These specifications are intended to provide information by which prospective bidders may understand the minimum requirements of the City of North Port relative to entering into a contract to furnish tree trimming, invasive plant underbrush and foliage removal, and hazardous tree removal services within the boundaries of the City of North Port.

Tree trimming, invasive plant underbrush and foliage removal, and hazardous tree removal services 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 satisfactory result which will bring the property into compliance with the applicable Code. The completed services should result in, but not be limited to, a work area free of debris and waste, grounds in the condition of originally found or improved upon, and to the satisfaction of the City representative.

- B. TERM OF CONTRACT/RENEWALS:** The term of this contract shall be effective from the date of the award for a period of three (3) years, with an option to renew for two (2) additional one (1) year terms by mutual agreement, within budgetary limitations, at the same terms and conditions. Authorize City Manager to approve all future renewals. The bid prices shall include Contractor’s costs for all transportation, labor, and Equipment used to perform tree and brush abatement services for select properties within the City.
- C. EXPERIENCE/REFERENCES/QUALIFICATIONS:** The City will only consider bids from bidders with a minimum of three (3) years’ experience in **commercial** tree trimming, invasive plant underbrush and foliage removal, and hazardous tree removal 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 recommendations from his client(s).

**D. GENERAL CONDITIONS:**

1. Unless otherwise specified, Contractor is responsible for:
  - i. Trimming tree branches and removing invasive plants and foliage, in a safe and professional manner, from an undeveloped lot which is impinging onto an abutting improved or developed lot, bringing the property into compliance with City Code.
  - ii. Safely removing hazardous trees which have been found in violation, on any lot that poses an actual hazard or damage to the public, rights-of-way or utilities as determined by the City or to an adjacent lot upon a complaint are declared a public nuisance.
  - iii. Removing excessive growth and impinging growth upon improved City right-of-way, sidewalks and/or streets, or road right-of-way easement except that branches of trees at least

eight (8) feet above the surface of a sidewalk or at least fourteen (14) feet above the surface of the portion of the street used for vehicular traffic, whether planted in the right-of-way area or upon private property, in a safe and professional manner.

- iv. Providing assistance requested regarding trees, brush, and foliage removal after emergency situations.
2. The Contractor shall comply with standards specified in the Manual of Uniform Traffic Control Devices, adopted by the State of Florida, and any and all applicable safety standards promulgated by any appropriate governmental agency. The Contractor shall supplement, as he deems appropriate, any safety apparatus to protect his employees and the general public. The Contractor shall remove and legally dispose of all debris generated from the tree, limb, and bush removal process, on a daily basis. Sidewalks and paved surfaces must be cleared of debris, trimmings and vines and shall not be disbursed onto the roadway, into drainage ponds, landscaped beds, sidewalks, curb and gutter area, carports or adjacent parking areas. All such debris shall be removed and legally disposed of by the Contractor immediately after performing services. All tree, vine and bush debris shall be removed from the property. Any unacceptable debris that remains after services are completed shall be cleaned up immediately and properly disposed of by the Contractor.
3. Equipment used must be in satisfactory and safe working condition for trimming over public sidewalks and roads, cutting and removing impinging growth between properties, and removing trees near structures and buildings safely.
4. The Contractor shall continuously maintain protection of City property and adjacent property as provided by law from injury and/or loss arising from services related to this contract.
5. Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement. Areas and structures adjacent to work that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.
6. Contractor shall be capable of receiving communication and orders by e-mail and via phone call. Additionally, have the ability provide before and after photographs showing trimming and removal completed on the designated properties for each case. Contractor shall confirm receipt of orders within forty-eight (48) hours. Requested work shall be completed within two (2) weeks.
7. It is imperative that within twenty-four (24) hours of completion, Contractor must notify the Property Standards Division Manager or designee by e-mail that the requested service(s) have been completed. This email must include proof of service with before and after photographs. This is in order to approve payment for services completed. Contractor shall invoice at a minimum of once per week for services completed.
8. Invoice for payment of service shall bear the company name, company address, contact person and contact telephone numbers. Individual line items shall show each case number, property address, date of work completed, and cost for each property with the total due at the bottom of the invoice.

9. The Contractor's performance will be subject to review by the City on a continual basis. Should the Contractor 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, the Contract may be canceled for cause upon written notice, in accordance with the Instructions to Bidder.
10. Contractor, if unable to perform for reasons including, but not limited to, condition of lot, equipment failure, conflicts in scheduling, lack of equipment or manpower, etc., shall contact the Property Standards Division Manager and another Contractor will be assigned to that job, without penalty to the City. The Contractor will remain in the Contractor pool for future assignments.
11. The Contractor shall be paid **following completion** and acceptance of each invoice after City acceptance. Payment shall be made in accordance with Florida State Statutes on Prompt Payment.
12. 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.

**E. 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.

**F. CHANGES IN THE WORK:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

By estimate and acceptance in a lump sum.

By unit prices named in the Contract or subsequently agreed upon.

By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services, the Contractor shall notify the City by written notice within five (5) days of any occurrence.

**G. CONTINGENCY PLANNING:** Contractor to have contingency planning to manage staffing shortages and service interruptions.

**H. STANDARD WORK REQUIREMENTS:**

- All contractor personnel shall be supervised by the contractor at all times to assure quality of work required herein.
- Service Delivery: Work loading shall be in accordance with industry standards and industry accepted methodology for determining the number of labor hours needed to accomplish the work required as specified herein the scope or performance outcomes.
- The city has the right to require the contractor to remove from this contract any employees deemed by the city and in the performance of these duties' incompetent, careless, insubordinate or otherwise objectionable; or any personnel whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the city.
- The contractor will submit the names and addresses of its employees engaged in the work of this contract. Names of new employees must be submitted to the city prior to them commencing work on this contract. Employees shall be required to pass a background check.
- The contractor shall provide a copy of the specifications and conditions to all their employees to reinforce their knowledge of the work required and the quality expected.
- The contractor will be responsible for seeing that employees do not disturb or open cabinets or use equipment that may coexist in storage closets. Use of the equipment or city owned items will result in the removal of employees from this contract.
- The contractor shall report damage or vandalism that is found in areas to the assigned park's supervisor or other appointed city representative during the next business day.

**I. EQUIPMENT:** The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition and appropriate for the intended use on the project. The equipment shall produce results that meet or exceed the specifications stated herein.

**J. 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 September, Producer Price Index (PPI) Industry Series or any other indices recognized for tree and brush abatement 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.

**K. CRITERIA FOR AWARD:** This bid, a multi-award bid, will be awarded to the lowest responsive, responsible Contractor(s) meeting or exceeding the requirements of the specifications set forth herein. It is the intent of the

City to administer this Contract on a rotating basis, according to lowest price and Contractor's availability to meet the City's required response time. The City reserves the right to award this bid in whole or in part, whichever it deems to be in its best interest. Other consideration(s) of award may be references/qualifications/response time/past performance with the City.

The 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 II**

**CF- 1: BIDDER CHECKLIST**

**CITY FORMS**

**BIDDER:** Please submit one **original hard copy**, one **copy**, and a digital version on a **USB flash drive**. The bid schedule must be in **Excel format**, and all other documents must be in **PDF format**.

**Please check (v) off all documents that have been submitted.**

\_\_\_\_\_ **CF-1:** Bidder checklist (Include this list with submittal and place v by forms)

\_\_\_\_\_ **CF-2:** Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).

\_\_\_\_\_ **CF 3:** Insurance – Bidder to acknowledge by initialing the bottom of page.

\_\_\_\_\_ **CF-4:** Bid Schedule (save on USB in Excel format) **DO NOT RECREATE SPREADSHEET**

➤ Must complete the entire schedule, print original, copy, and save on USB drive in excel format.

\_\_\_\_\_ **CF-5:** Bid Form

\_\_\_\_\_ **CF-6:** Statement of Organization

\_\_\_\_\_ **CF-7:** Addenda Acknowledgement

\_\_\_\_\_ **CF-8:** Equipment and Source of Supply/Subcontractor List

\_\_\_\_\_ **CF-9:** Qualifications and References

\_\_\_\_\_ **CF-10:** Non-Collusive Affidavit

\_\_\_\_\_ **CF-11:** Conflict of Interest Form

\_\_\_\_\_ **CF-12:** Public Entity Crime Information Form

\_\_\_\_\_ **CF-13:** Drug-Free Workplace Form

\_\_\_\_\_ **CF-14:** Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)

\_\_\_\_\_ **CF-15:** Scrutinized company Certification Form

\_\_\_\_\_ **CF-16:** Certification Regarding Lobbying

\_\_\_\_\_ **CF-17:** Vendor’s Certification For E-Verify System

\_\_\_\_\_ **CF-18:** Foreign Entities of Concern Affidavit

\_\_\_\_\_ **CF-19:** Human Trafficking Affidavit

\_\_\_\_\_ **CF-20:** Standard Indemnification Agreement

***THIS PAGE MUST BE COMPLETED AND SUBMITTED***

**CF-2: SEALED RFB ENVELOPE LABEL**

If not using label provided below, 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.

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

PLEASE PRINT CLEARLY

<b>SEALED RFB DOCUMENTS – DO NOT OPEN</b>	
RFB #: _____	
RFB TITLE: _____	
DATE DUE: _____	
TIME DUE: _____	
SUBMITTED BY: _____	
(Name of Company)	
_____	_____
E-mail address	Telephone
Deliver to:	
<b>City of North Port</b> Finance Department - Purchasing Division Marisa Doherty, Contract Administrator II 4970 City Hall, 3 RD Floor, Suite 337 North Port, Florida 34286 RFB 2026-05 CITYWIDE TREE AND BRUSH ABATEMENT SERVICES	

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

### CF-3: 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

- Each Occurrence \$1,000,000
- General Aggregate \$1,000,000
- Products and completed ops \$1,000,000
- Damage to rented premises \$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

- a. \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage
- 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](http://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 \$500,000.00
  - 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 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.

**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 RETURNED IF SUBMITTING A BID.**

CF-4: BID SCHEDULE

# EXCEL TABULATION

## SEPARATE ATTACHMENT

- DO NOT RECREATE
- COMPLETE AND SUBMIT 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 blank 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 blocks. 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.*

**CF-5: BID FORM**

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax 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, Special Provisions, Attachments, Insurance Requirements, Bid Form, and any other reports or documentation for: RFB 2026-05 **CITYWIDE TREE AND BRUSH ABATEMENT 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 Bid Form.

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:**

\_\_\_\_\_ \$ \_\_\_\_\_  
**(TOTAL BID PRICE - TYPE/PRINT) (NUMERIC)**

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 RETURNED IF SUBMITTING A BID.**

**CF-6: 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

**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: \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed** (*Person authorized to bind the company*): \_\_\_\_\_

**Name (printed):** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**CF-7: ADDENDA ACKNOWLEDGEMENT**

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	

Date: \_\_\_\_\_

Signed (*Person authorized to bind the company*): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

**CF-8: EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: \_\_\_\_\_

The following is a listing of your 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 (If leased, date of expiration)

**SOURCE OF SUPPLY AND SUBCONTRACTOR FORM**

The following sources of supply and subcontractors shall be used for the **CITYWIDE TREE AND BRUSH ABATEMENT 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 RETURNED IF SUBMITTING A BID.**

**CF-9: QUALIFICATIONS AND REFERENCES**

Vendor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope involving tree and brush abatement services as listed in the scope of services.

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 RETURNED IF SUBMITTING A BID.**

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 RETURNED IF SUBMITTING A BID.**

**CF-10: NON-COLLUSIVE AFFIDAVIT**

Before me, the undersigned authority (“Affiant”), personally appeared:

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

1. Affiant is the \_\_\_\_\_ [insert Owner, Partner, Officer, Representative or Agent] of \_\_\_\_\_, [insert name of Contractor] the Respondent that has submitted the attached reply;

2. Affiant 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 on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SWORN ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

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

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

**CF-11: CONFLICT OF INTEREST FORM**

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

\_\_\_\_\_ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: \_\_\_\_\_

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

Identify the name of the spouse or child: \_\_\_\_\_

\_\_\_\_\_ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "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 Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

\_\_\_\_\_ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member \_\_\_\_\_

\_\_\_\_\_ None of the Above

PART II: Will you 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 will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

\_\_\_\_\_  
Signature of Person Authorized to Bind the Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**CF-12: PUBLIC ENTITY CRIME INFORMATION**

As provided by Florida Statutes Section 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 Florida Statutes Section 287.017, 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 Contractor,  
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Representative

\_\_\_\_\_  
Date

**SWORN ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

**CF-13: DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,  
\_\_\_\_\_ (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**CF-14:AFFIDAVIT**

**Claiming Status as a LOCAL BUSINESS**

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

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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

**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 \_\_\_\_\_ } SS.

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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

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.**

**CF-15: SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor 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 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:

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**CF-16: CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

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

**CF-17: VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will ensure that all contracts the Vendor has with its sub-contractors, sub-vendors, and sub-consultants assigned by the Vendor to perform work pursuant to the contract with the City requires the Vendor's sub-contractor, sub-vendor, or sub-consultant to register with and use the E-Verify System.
5. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
6. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
7. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
8. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: \_\_\_\_\_  
(VENDOR'S COMPANY NAME)

Certified By: \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE SIGNATURE)

Print Name and Title: \_\_\_\_\_

Date Certified: \_\_\_\_\_

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

**CF-18: AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS**

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies, if purchasing real property, with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. If purchasing real property, Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

\_\_\_\_\_ [Name of legal entity, in bold ALLCAPS]

\_\_\_\_\_ [Signature]

\_\_\_\_\_ [Insert name and title]

\_\_\_\_\_ [Insert date]

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

**CF-19: ANTI-HUMAN TRAFFICKING AFFIDAVIT**

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of \_\_\_\_\_ (“Entity”), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port (“City”) from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

· “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

· “Labor” means work of economic or financial value.

· “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above

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

statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: Date: \_\_\_\_\_

Printed Name: Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by

\_\_\_\_\_, as \_\_\_\_\_ of

\_\_\_\_\_, the Entity, and is  personally known to me or  produced identification. Type of Identification produced . \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

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

**CF-20: 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 to the address provided below or may be sent via fax to the number provided below.

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).

Name of Bidding Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Location Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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.**

**SAMPLE AGREEMENT**

**“SAMPLE” CONTRACT # 2026-05**

**SUBJECT TO CHANGE**

**CITYWIDE TREE AND BRUSH ABATEMENT SERVICES**

**THIS CONTRACT** (“Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF NORTH PORT (“City”), a municipal corporation of the State of Florida, hereinafter referred to as “City” and **XX** Inc. (“Contractor”), **XX**, a **XX** Corporation, hereinafter referred to as “Contractor.”

WITNESSETH:

**WHEREAS**, the City Commission of the City of North Port, Florida, serves as the governing body of the district (the “Board”); and

**WHEREAS**, the City awarded Contractor RFB No. 2026-05 for Citywide Tree and Brush Abatement Services (the “Contract”) on **XX**, to **XX**, with two additional one year terms using a Form of Contract in the Request for Bid (RFB); and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

**1. CONTRACTOR’S SERVICES AND TERM**

- A. The Contractor agrees to diligently and timely perform services for the City relating to Citywide Tree and Brush Abatement Services as identified in the Request for Bid No. 2026-05, as awarded by the City Commission on **XX**, and Contractor’s bid submitted **XX** (the “Project”). The overall Scope of Services is described in Attachment A.
- B. This Contract shall commence on **XX**, and shall remain in effect through **XX**, subject to the Contractor’s satisfactory performance, by mutual Contract and within budgetary limitations, at the same terms and conditions.

**2. COMPENSATION AND PAYMENT FOR CONTRACTOR’S SERVICES**

A. COMPENSATION

- 1. The Contractor shall receive payments as set forth in the Scope of Services and Fee Schedule (Attachment B) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The Scope of Services and Fee Schedule are attached hereto and

incorporated within.

2. The Parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent Contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of the Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability will arise if, a request for such appropriations is excluded from the budget approved by the City Commission). During the term of this Contract, the City Manager or other appropriate official shall for each fiscal period include in the budget application submitted to the City Commission the amount necessary to fund City's obligations hereunder for such fiscal period. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute a City indebtedness or an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

#### B. METHOD OF PAYMENT

1. The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Contractor's invoices shall be in a form satisfactory to the City of North Port Finance Department, which shall initiate disbursements.

### 3. GENERAL INDEMNITY, DEFENSE, AND RELEASE

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONTRACTORS, AND**

**OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

- B. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must 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 must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract.

#### 4. CONTRACTOR'S INSURANCE

##### A. INSURANCE

Before performing any work, the Contractor shall procure and maintain, during the term of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor.

1. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for diseases.
2. **Comprehensive Commercial General Liability Insurance:** Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations; and \$100,000 damage to rented premises.
3. **Business Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this Contract.

**SPECIAL REQUIREMENTS:** Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as this 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. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein. ***Certificates of Insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination CG20100704 and CG20370704 will be accepted).***

Any and all deductibles to the above-referenced policies are 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, 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 are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates 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 each 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, its officers, officials, agents, employees, affiliates and volunteers, and the City's 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 for which 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 and shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interests may appear under this Contract. Insurer(s), with the exception of 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:
  - Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - 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. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing 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.
7. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

## 5. CONTRACTOR'S RESPONSIBILITIES.

### A. Supervision.

- (1) The Contractor must supervise and direct all work performed to the best of its ability, give the work all the attention necessary for proper supervision and direction, and only employ workers with sufficient skill to perform the job assigned.
- (2) The Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of this Contract.

### B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.
- (2) The Contractor represents and warrants that all equipment and materials used in the work and made a part of the structures or permanently placed in connection with the work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the City agree that all equipment and materials not in conformity with this Contract are defective.

### C. Public Records Law. In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (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 Section 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. The 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 the term and in furtherance of this Contract.
- (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.
- (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 the City following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the 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 must 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 must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov).**
- D. Contractor's Affidavit. When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether

the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.

- E. Subcontractors and Suppliers. All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. Licenses and Permits. The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.
- H. E-Verify System. During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

## **7. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL**

The timely performance and completion of the required services is vitally important to the interest of the City. The Contractor shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Contract. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the information presented in the Contractor's response made a part hereof by reference. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by the Contractor shall commence within one (1) week of the Contractor's receipt of written Notice to Proceed from the City.

- B. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth, subject only to delays caused through no fault of the Contractor or the City.
- C. The Contractor agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Contractor.
- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the Contractor which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

## 8. OBLIGATIONS OF CITY

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
  - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Contractor, and render in writing, decisions pertaining thereto within a reasonable time.
  - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
  - 3. Review for approval or rejection all of the Contractor's documents and payment requests.
- B. The City shall, upon request, furnish the Contractor with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of the Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by the Contractor.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Contractor necessary for the completion of the Contractor's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist the Contractor. The availability and necessity of said personnel to assist the Contractor shall be determined solely within the discretion of the City. The City's technical obligations to the Project, if any, are stated in Letters of Interest and Work Authorizations.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## 9. TERMINATION

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
  - (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
  - (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
  - (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written

notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.

- D. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request 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.
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
  - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
  - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by the Contractor;
  - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
  - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- G. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the

existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

- H. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

## 10. INDEPENDENT CONTRACTOR

- A. The relationship between the Instructor and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Instructor retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Instructor is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Instructor must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

## 11. NOTICES

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City: Kevin Raducci, Code Enforcement Manager  
City of North Port, Development Services  
4970 City Hall Blvd  
North Port, FL 34286  
TEL (941) 429-7184  
EMAIL: [kraducci@northportfl.gov](mailto:kraducci@northportfl.gov)

With copies of claims  
and demands sent to: City of North Port, Florida  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
[northportcityattorney@northportfl.gov](mailto:northportcityattorney@northportfl.gov)

As to Contractor: **XX, Inc.**  
**XX**  
**XX**  
**XX, Florida XX**  
**TEL XX**  
**EMAIL: XX**

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

## 12. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. In the event any court shall hold any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, Contracts, or understandings between the parties, and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other Contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Contract amendments on behalf of City that do not change the City's financial obligations under this Contract.
- I. Assignment. The Contractor shall not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida 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. The Contractor shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as indicated below.

**CONSULTANT**

XX, INC.

By: \_\_\_\_\_

**XXSWORN ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_ 202\_, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for \_\_\_\_\_ (entity).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

**ATTACHMENT A**

**SCOPE OF SERVICES: XX**

**ATTACHMENT B**

**FEE SCHEDULE: XX**