

**City of North Port Finance Department/Purchasing Division  
Administrative Approval**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Utilities/Michelle Tipp/8007

2. DATE:

January 10, 2019

3. REQUESTED MOTION/ACTION:

Recommend the City Manager approve the 1st renewal of RFB No. 2018-30, Water Treatment Chemicals - Aluminum Sulfate to Chemtrade Chemicals US LLC of Parsippany, New York, in accordance with the unit prices on an "as required" basis.

(This section to be completed by the requesting Department)

4. IS THIS ITEM BUDGETED (IF APPLICABLE): YES  NO  IF NO, STATE ACTION REQUIRED

BUDGET DETAIL (LIST EACH PROJECT, ACCOUNT AND AMOUNT): 420-6061-533.52-05 - \$375,000.00

FINANCIAL IMPACT SUMMARY STATEMENT (EXCEL FILE):

DETAILED ANALYSIS ATTACHED (SUPPORTING DOCUMENTS): YES  NO

5. BACKGROUND: (WHY THE ACTION IS NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

This is an annual contract for City of North Port for Aluminum Sulfate on an "as needed" or "as required" basis.

On February 1, 2018, the City Manager approved the Contract which contains the renewal options up to two (2) additional one-year terms at the same terms and conditions by mutual consent.

Original Term: 2/1/2018 to 2/1/2019 Renewal Term: 2/1/2019 to 2/1/2020.

Based on past annual usage, it is estimated this expenditure for this contract fiscal year 18/19 will be approximately \$85,000.

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of contract with all other terms and conditions of the Contract to remain the same. A price increase for the chemical provided by Chemtrade was negotiated and accepted. This increase brings the dollar amount of dry ton from \$204 to \$237. The cost of this chemical has increased all across the states due to higher costs in production. This price increase will hold steady through this renewal term.

6. RECOMMENDED APPROVAL AND DATE

DEPARTMENT DIRECTOR	BUDGET ADMINISTRATOR	PURCHASING	FINANCE DIRECTOR	ASST. CITY MANAGER	CITY MANAGER
1/9/19 <i>RM</i>	1/9/19 <i>JMP</i>	1/14 <i>BO</i>		<i>[Signature]</i>	<i>[Signature]</i>
Initials: <i>RM</i>	Initials: <i>JMP</i>	Initials: <i>BO</i>	Initials:	Initials: <i>[Signature]</i>	Initials: <i>[Signature]</i>
Date: 1-10-19	Date: 1-9-19	Date: 1/14/19	Date:	Date: 1/17/19	Date: 1-22-19

**City of North Port Finance Department/Purchasing Division  
Administrative Approval**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Utilities/Michelle Tipp/8007

2. DATE:

January 17, 2018

3. REQUESTED MOTION/ACTION:

Recommend the City Manager award RFB 2018-30 Water Treatment Chemicals - Aluminum Sulfate to Chemtrade Chemicals US LLC of Parsippany, New York, for an estimated remaining annual cost of \$65,000.00, based on unit pricing for the rest of FY 17/18.

(This section to be completed by the requesting Department)

4. IS THIS ITEM BUDGETED (IF APPLICABLE): Yes  No  IF NO, STATE ACTION REQUIRED

BUDGET DETAIL (LIST EACH PROJECT, ACCOUNT AND AMOUNT): 420-6061-533.52-05 - \$65,000.00

FINANCIAL IMPACT SUMMARY STATEMENT (EXCEL FILE):

DETAILED ANALYSIS ATTACHED (SUPPORTING DOCUMENTS): Yes  No

5. BACKGROUND: (WHY THE ACTION IS NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

A formal Request for Bids was issued to secure firm pricing for the water treatment chemical Aluminum Sulfate on an "as required" basis. The initial term of this award shall be twelve (12) months from the date of award and, if not canceled by the City, it shall be automatically renewed for up to two (2) additional 12-month periods, not to exceed thirty-six (36) months, provided there are no changes in prices, terms or conditions. If, following the initial term, the awarded vendor experiences a major price increase from suppliers, the vendor may submit a written request to increase pricing. This request will be reviewed and granted, or re-bid, by the Purchasing Division at the City's sole discretion.

The RFB was posted on www.demandstar.com December 6, 2017. It was broadcast to 174 suppliers, of which 12 downloaded the specifications. Two (2) responses were received from the following vendors:

Chemtrade Chemicals US LLC  
Thatcher Chemical of Florida, Inc.

Chemtrade Chemicals US LLC submitted the lower bid. Therefore, it is recommended the City Manager award RFB 2018-30 Water Treatment Chemicals - Aluminum Sulfate to Chemtrade Chemicals US LLC for an estimated annual cost of \$85,272.00, based on unit pricing on an "as required" basis.

6. RECOMMENDED APPROVAL AND DATE

DEPARTMENT DIRECTOR	BUDGET ADMINISTRATOR	PURCHASING	FINANCE DIRECTOR	ASST. CITY MANAGER	CITY MANAGER
Initials: <i>BT</i>	Initials: <i>JMP</i>	Initials: <i>SD</i>	Initials: <i>cm</i>	Initials:	Initials: <i>A</i>
Date: <i>1-25-18</i>	Date: <i>1-26-18</i>	Date: <i>1/31/18</i>	Date: <i>02/01/18</i>	Date:	Date: <i>2-1-18</i>



**RFB NO. 2018-30 – ADDENDUM #1**

Date: 12/12/2017

Page: 1 of 2

CITY OF NORTH PORT  
Finance/Purchasing Division  
4970 City Hall Blvd  
North Port, Florida 34286

Contact Person: Lindsay Louke, Contract Specialist  
Contact Phone: 941-429-7110  
Contact Fax: 941-429-7173  
Contact Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)

**Reply No Later Than: December 22, 2017 at 2:00 p.m.**

**WATER TREATMENT CHEMICALS – ALUMINUM SULFATE**

**ADDENDUM # 1**

To: All Interested Quoters

Quoters are hereby notified that this Addendum shall be made a part of the above-named quote documents. The following items are issued to add to, modify, and clarify the quote documents. These items shall have the same force and effect as the original quote documents. Quote Forms, to be submitted on the specified date, shall conform with the additions, deletions and revisions listed herein.

**Q & A:**

- Q: I was checking to see why the city is going out to bid since the current contract is still effective.  
A: **The current supplier of alum would no longer honor the pricing due to the increase in the cost of providing alum.**

All other terms and conditions of the original quote and contract documents remain the same.

Please sign and return (via email [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com) or fax 941.429.7173) this page of the form as acknowledgment of receipt of Addendum #1.

Name of Quoting Firm \_\_\_\_\_

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

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

City & State Zip Date \_\_\_\_\_

Telephone Fax \_\_\_\_\_

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

**Name/Title of person authorized to bind the Company:** \_\_\_\_\_

**Signature of person authorized to bind the Company:** \_\_\_\_\_

(This page to be returned)

# City of North Port



## ***WATER TREATMENT CHEMICALS – ALUMINUM SULFATE***

## **REQUEST FOR BID NO. 2018-30**

1

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*RETURN ONE (1) ORIGINAL AND ONE (1) COPY*



**CITY OF NORTH PORT**  
Finance Department/Purchasing Division  
4970 City Hall Boulevard  
North Port, Florida 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS  
FOR  
RFB NO. 2018-30 WATER TREATMENT CHEMICALS – ALUMINUM SULFATE**

The City of North Port is requesting sealed bids for the procurement of aluminum sulfate, on an “as required” basis, to be used by the City of North Port Utilities Department.

**BID OPENING: December 22, 2017 AT 2:00 PM EST  
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA**

***\*\*All bids are date and time stamped in Purchasing Suite 337 first and then are opened in Suite 302\*\****

Information regarding this project may be viewed and downloaded from DemandStar’s website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the city website at [www.cityofnorthport.com](http://www.cityofnorthport.com). Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; however, all addendums are posted on [www.demandstar.com](http://www.demandstar.com). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Lindsay Louke, Contract Specialist, at 941-429-7110. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **December 15, 2017 at 2:00 PM**.

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

**PUBLISH: December 6, 2017**  
[www.cityofnorthport.com](http://www.cityofnorthport.com)  
[www.demandstar.com](http://www.demandstar.com)

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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**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 service Request for Bid # **2018-30: WATER TREATMENT CHEMICALS – ALUMINUM SULFATE** for the following reason(s):

- Insufficient time to respond to the Request for Bid.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

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Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com) or faxed to 941.429.7173.**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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.

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- 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 General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendum issued prior to receipt of bids.
  - **City:** Shall refer to City of North Port, a municipal corporation of the State of Florida.
  - **Contract:** The submitted Bid Forms signed by the Vendor, together with the complete Bid solicitation and the Purchase Order(s) furnished by the City (hereinafter “contract documents”), shall constitute a binding contract. The Vendor shall be required to perform according to the contract documents.
  - **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:** The lowest responsive, responsible Bidder 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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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, to verify above requirements.

**B. EXAMINATION OF BID DOCUMENTS/SITE:** Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, Insurance Requirements 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 affect 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 (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 the City of North Port Purchasing Department to determine if addenda were issued.

Examination of Site: Prior to submitting a bid form, each bidder shall 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

COMPANY: \_\_\_\_\_

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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 FOR THIS BID)** 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.

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 bidders 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 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 and encouraged 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,

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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.

**Errors:** For 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:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.
4. For bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

**6. BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b)2, 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 when the agency provides notice of a decision or intended decision, whichever is earlier.

**7. FORM OF CONTRACT:** The submitted Bid Form signed by the bidder, together with complete bid package furnished by the City, shall constitute a binding contract. The bidder shall be required to perform according to the bidder’s submitted Bid Form and the City’s bid package when a purchase order signed by the Purchasing Manager or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and/or Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**8. NOTICE TO PROCEED/DELIVERY:** After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/contractor shall acknowledge receipt of same by either fax or mail, and shall commence processing of order so that the agreed upon delivery date will be satisfied.

**9. 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 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.

**10. DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Special Provisions and 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

COMPANY: \_\_\_\_\_

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equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

**11. 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.

**12. 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.

**13. TERMINATION OF CONTRACT:**

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

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

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

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

**14. 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.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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. FORCE MAJEURE:** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**20. 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.

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- 21. 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.
- 22. 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 follows all applicable City procedures.
- 23. 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 Manager or designee, 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.
- 24. 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.
- 25. 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.

- 26. 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.
- 27. PERFORMANCE EVALUATION:** At the end of the Contract, the receiving department may evaluate the successful bidder’s performance. This evaluation will become public record.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. UNAUTHORIZED ALIEN CLAUSE:** The City of North Port will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions

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contained in 8 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 Contract by the City.

**32. 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.

**33. 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.

**34. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall 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.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 Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
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

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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.

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.
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; EMAIL: [padkins@cityofnorthport.com](mailto:padkins@cityofnorthport.com).**
6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**35. 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.

**36. 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.

**37. 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” 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.

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**“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 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 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 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 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.

**38. 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

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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.

**END OF SECTION I**

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**SECTION II**  
**TECHNICAL SPECIFICATIONS & CONDITIONS**

**TS-01 PURPOSE:** It is the intent of the City of North Port (hereinafter referred to as City) to purchase Aluminum Sulfate, on an “as required” basis, for delivery to the North Port Water Treatment Plant located at 5455 North Port Boulevard, North Port, Florida 32487. It is the specific purpose of this bid to establish an annual agreement to secure cost and availability.

**TS-02 STANDARDS:** It shall be the responsibility of each supplier to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply.

Where AWWA Standards are applicable, the same shall comply with the latest revisions thereof. It shall be the responsibility of the Awarded Bidder to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with the Florida Statutes Chapter 442, The Right to Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

Awarded Bidder shall be required to give all necessary notices, obtain all permits and inspections, and pay all costs relating to the services.

**TS-03 BID TERM AND PRICE ESCALATION/DEESCALATION ADJUSTMENTS:** Prices shall remain firm for the first twelve-month term of the agreement. If not cancelled by the City, it shall be automatically renewed beyond the first twelve (12) month agreement for up to two (2) additional 12-month periods, not to exceed thirty-six (36) months provided there are no changes in prices, terms or conditions.

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. If, following this initial 365 calendar day period, the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation; the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to the Purchasing Division. Purchasing Division shall have the right to grant the price increase, or re-bid, at the City’s sole discretion. Should prices decrease, the same procedure shall apply.

Bidder(s) shall bid unit prices, F.O.B. Destination. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, fuel, pallets, drum deposit/exchange program and any additional equipment used in delivering all products to the point of delivery. The City reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this bid.

**FORM OF CONTRACT:** The submitted Bid Form signed by the Bidder, together with the complete bid package and any addenda furnished by the City, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting to cancellation or termination whichever is most appropriate and other possible penalties.

**TS-04 QUANTITIES:** The quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

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**TS-05 REFERENCES:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

**TS-06 QUALITY:** The City will make the sole determination as to the suitability of materials when quality is a question or concern.

**TS-07 OTHER ENTITY USE:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

**TS-08 DELIVERY:** Successful bidder(s) shall be strictly held to delivery date. In the event chemicals are not delivered by date specified, the City reserves the right to withdraw from contracts of purchase, and either award to the next lowest bidder or re-bid the specific product.

All employees of the Awarded Bidder shall, at all times, provide their current driver's license and employee photo I.D. which upon request and provide a bill of lading at point of entry for facility delivery. The I.D. must show that the driver is an employee of the trucking company or the awarded vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE) as required by the MSDS.

NPU reserves the right to refuse a delivery if that delivery is not within the proper timeframe; the vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.

Vendor shall make "normal" deliveries within four (4) calendar (i.e. not working days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary to prevent NPU from running out of Aluminum Sulfate in less than 24 hours. NPU shall endeavor to minimize the number of "emergency" deliveries.

**Date and Time:** All deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed by the receiving department prior to attempting to make a delivery. No additional delivery charges may be imposed for additional delivery attempts resulting from the successful bidders' failure to contact the representative at delivery site. Bulk deliveries require two (2) hours' notice of arrival from the supplier prior to delivery.

**Off-Loading:** Bidders shall indicate on the Bid Form their methods for off-loading the chemical at each location (example: pallet of chemical by use of a pallet jack or forklift). Such methods must be made known in advance as the City wishes to contract with suppliers that have safe, efficient techniques for off-loading established. It is the successful bidder's full responsibility to off-load all deliveries and place in City storage facilities.

**Weight Tickets:** Certified weight tickets are required for each delivery. Successful bidder(s) will assure separate delivery tickets for each delivery and will obtain authorized signatures from City's employees. At least one (1) copy of the delivery ticket and corresponding weight ticket shall be left with City Employee on each delivery.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

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**Cleanliness:** The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of any liquid chemicals shall be supplied by the Contractor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid chemicals. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

**Locations:** Each individual requirement will be covered by a Purchase Order. Separate invoicing reflecting Purchase Order Numbers will be required. Should successful bidder(s) become unable to perform due to breakdown, product scheduling, lack of product or equipment, City may, as needed, purchase from other sources. Deliveries shall be made in tank truckloads as called for in these specifications.

Aluminum Sulfate shall be delivered to the following location within the City:

- **North Port Water Treatment Plant, 5655 North Port Blvd. North Port, FL 34287.**

Awarded bidder(s) must make deliveries within 96 hours after notification unless otherwise arranged with City personnel. If the successful bidder(s) cannot meet the requirements, the City shall purchase from another source until successful bidder(s) is able to meet the requirements.

**TS-09 IDENTIFICATION:** Each shipment shall exhibit a form of identification. Shipments shall be marked legibly with net weight of contents, manufacturer name, and brand name. Failure to comply may result in rejection of shipment at no cost to the City.

**TS-10 SAFETY MEASURES:** Bidder(s) shall assure the City that each delivery truck will have the following (exceptions to these provisions must be noted on Bid Forms):

- A capable CDL licensed driver trained to properly handle chemical shipments and use and operation of equipment (if applicable).
- Self-Contained Breathing Apparatus (SCBA) (if applicable).
- Repair Kits for use on a 1-ton and/or 150-pound cylinder (if applicable).

Successful bidder guarantees that when, in the opinion of the City, an emergency condition exists, trained emergency crew and proper equipment will be immediately available on a 24-hour basis if the City places a telephone call to the number provided by the successful bidder(s).

***The awarded vendor shall supply, in writing, an emergency spill response plan with emergency response personnel names and contact telephone numbers and 24-hour contact numbers.*** Emergency Response Plans must be detailed and proficient. ***Bidder shall supply in writing, an updated Emergency Response Plan, at least once per year at the time of contract renewal.*** The City reserves the right to reject bidder who fail to submit a comprehensive, emergency spill response plan.

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Proper spill response notifications procedure along with any forms as required by all local, state or federal regulatory agencies shall be supplied by the successful bidder and any subcontracted delivery companies. This requirement in no way relieves the successful bidder(s) of his responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the City of North Port Fire/Rescue or designated Hazardous Materials Response Team. The successful bidder shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder shall immediately comply with all applicable terms and conditions of the Superfund Amendments and Reauthorization Act of 1986, 42 USC 11001, et. seq. (SARA) and the Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes. The responsibility of compliance with Federal, State, and/or City Rules and Regulations regarding vendor caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold the City of North Port harmless for failure to properly report and/or comply with this provision.

**TS-11 ALUMINUM SULFATE:** Aluminum Sulfate (liquid) is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in coagulation of colored surface water sources. Aluminum sulfate (Alum) shall be in accordance with AWWA B403-09 (or latest edition) modified as follows:

- Aluminum Sulfate shall be available in bulk deliveries in quantities of at least one tanker truck per delivery to the City of North Port Water Treatment Plant location. The estimated quantities for this item are twenty (20) tanker truck deliveries per year.
- Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWWA Standard B403-09 or latest edition) and these specifications are required.
- Alum shall be liquid only, of not less than 4.23 percent as AL or 8.0 percent as AL<sub>2</sub>O<sub>3</sub>.
- Shipment shall be in bulk tanker truck.
- Certified weight certificates of each shipment will be required.
- Supplier shall be responsible for pumping Aluminum Sulfate into the City's storage tanks and shall provide all necessary equipment compatible with the City's filling station.

Aluminum Sulfate shall meet NSF-60 or 61 as appropriate.

Aluminum Sulfate shall be bid on a dry ton basis.

Should samples be required for bid evaluation, Bidders will be required to deliver 100 gallons to the City at a predetermined site at no charge to the City for testing of product prior to awarding the bid.

**TS-12 TERMINATION:** The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to Vendor to terminate the services of Vendor and, in that event, Vendor shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by Vendor in connection with its performance. Upon delivery of the documents, the City shall pay the Vendor in full settlement of all claims by it hereunder for the goods actually delivered and accepted under the Contract, as determined by the City, less payments already made to the Vendor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Vendor in accordance with the provisions of the Contract.

**VENDOR** shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice(s) within ninety (90) calendar days of the approval by the City's Administrative Agent.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

The City Manager or designee reserves the right to immediately terminate and cancel this Contract in the event Vendor shall be placed in either voluntary or involuntary bankruptcy, a Receiver is appointed for the Vendor or an assignment is made for the benefit of creditors.

**TS-13 LATE DELIVERY:** The City Manager or designee may immediately terminate the Contract if Vendor does not deliver goods on the date specified by Vendor in the order form, or alternatively may obtain such goods from an alternate source of supply. The City shall not be required to accept any late delivery of goods.

**TS-14 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder meeting or exceeding all the specifications. Another consideration in the award of this bid will be the number of days required to deliver after receipt of purchase order and local preference.

In addition, the bid evaluation shall consider previous performance, safety, reliability and reference checks. Because of the hazardous nature of the product, consideration shall be given to the bidder's safety record, reliability and previous performance.

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 able to satisfactorily perform the contract.

**END OF SECTION II**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**SECTION III**  
**INSURANCE REQUIREMENTS**

**A. INSURANCE**

A. Before performing any contract work, Vendor shall procure and maintain during the life of the 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 in 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 Vendor.

i. 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 disease.

ii. Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

iii. 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. The (subcontractor/vendor) is solely responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract.

iv. Environmental/Pollution Liability: A Broad Form Pollution Liability policy or Environmental Impairment and/or Remediation policy is required with minimum combined single limit of \$1,000,000 per each occurrence, and annual aggregate limit of \$2,000,000. Occurrence form is required. Occurrence form is preferred but a claim made form may be accepted if the following conditions are met. If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the (subcontractor/vendor's) insurer will provide such if less than 24 months. (Subcontractor/vendor) will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any). (Subcontractor/vendor) performing work shall obtain and keep in effect during the term of their contract with the (Contractor/City), Pollution Liability Insurance, including Asbestos Liability Insurance (when applicable), covering the subcontractor/vendor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the (subcontractor/vendor), all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. The (subcontractor/vendor) is solely responsible for any deductible or self-insured retention contained within this, or any other policy

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

required under this contract. The policy must include the City of North Port, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.

v. General requirements: City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy, Pollution Liability and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

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 are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree 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 arise from the contractual relationship or work performed by the Vendor for the City. It is the Vendor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Vendor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree 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 Vendor or its agents may be responsible for.

**C. POLICY FORM**

i. 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 Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the Vendor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Vendor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

iii. 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 Vendor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

- iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor'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 Vendor and its carrier.
- vi. The Vendor 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.
- vii. 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 Vendor 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.
- viii. 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 Vendor 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.
- ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

D. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability."

In the "Certificate Holder" section

City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**BIDDER CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

**Local Business Status:** If Bidder affirms that it is a local business or North Port local business as defined in Ordinance 2009-10, then either the Affidavit Claiming Status as a Local Business, or the Affidavit Claiming Status as a North Port Local Business, which are included as a part of this bid package, must be completed and returned.

- Yes, our business qualifies as a “Local Business” and has completed and attached the ‘Affidavit Claiming Status as a Local Business’ as a part of our submission (Complete Affidavit on page 32).
- Yes, our business qualifies as a North Port Local Business and has completed and attached the ‘Affidavit Claiming Status as a North Port Local Business’ as a part of our submission (Complete Affidavit on page 33).
- No, our business does not qualify as a Local Business or North Port Local Business.

Is the Bid envelope marked accordingly: The City will receive <b>SEALED</b> bids at the following address and clearly marked on the outside: " <b>REQUEST FOR BID NO. 2018-30: WATER TREATMENT CHEMICALS – ALUMINUM SULFATE</b> " and addressed to:  <p style="text-align: center;"><b>City of North Port</b>  <b>Lindsay Louke, Contract Specialist</b>  <b>4970 City Hall Boulevard, Suite 337</b>  <b>North Port, Florida 34286</b></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are all the pages signed by a person who binds the Company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is Safety Report and Quality program included?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are MSDS sheets submitted?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are References included?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Addenda Acknowledgement (if any issued)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Non-Collusive Affidavit signed and notarized?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Drug Free Workplace Form signed? (If applicable)	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Conflict of Interest Form	<input type="checkbox"/> YES <input type="checkbox"/> NO

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Public Entity Crime Information Form signed?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Statement of Organization Form completed (The Bidder shall submit proof that the company is authorized to do business in the State of Florida. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing your company as eligible to conduct business in the State of Florida. Please refer to website <a href="http://www.sunbiz.org">www.sunbiz.org</a> .) Note: Bidder must submit proof that their firm name is registered with their State of origin if not a Florida company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
One (1) Original included?	<input type="checkbox"/> YES <input type="checkbox"/> NO
One (1) Copy included?	<input type="checkbox"/> YES <input type="checkbox"/> NO
One (1) electronic version in PDF on a flash drive containing entire submittal included?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Contractor has reviewed all the insurance requirements and is able to meet requirements and provide Insurance certificate(s) to the City within ten (10) days of contract award.	<input type="checkbox"/> YES <input type="checkbox"/> NO
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked	<input type="checkbox"/> YES <input type="checkbox"/> NO

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal 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:

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 _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **one hundred-twenty (120) days** from the date of the official bid opening.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**BID SCHEDULE**

<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED ANNUAL QUANTITIES</b>	<b>UNIT PRICE</b>
<b>ALUMINUM SULFATE</b>	<b>DRY TON</b>	<b>418.00</b>	
<i>Is the Bidder offering the above product as specified? YES <input type="checkbox"/> NO <input type="checkbox"/></i>			
<i>If No, Bidder is to indicate their equivalent below and attach product literature.</i>  <i>Product (equivalent) _____</i>			
<i>Preferred method of payment is by City Visa Card. Do you accept Visa? YES <input type="checkbox"/> NO <input type="checkbox"/></i>			
<b>EMERGENCY CONTACT INFORMATION</b>  <i>Emergency Contact Person: _____</i> <div style="text-align: center;"><i>(PRINT)</i></div> <i>Telephone Number: _____ Cell Phone Number: _____</i>			

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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 Florida  
County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who  is personally known to me or  has produced his driver's license as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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 Florida  
County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who  is personally known to me or  has produced his driver's license as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REFERENCES/CLIENT LISTING: Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.**

1. Company/Entity Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Type of Product Supplied: \_\_\_\_\_

Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

2. Company/Entity Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Type of Product Supplied: \_\_\_\_\_

Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

3. Company/Entity Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Type of Product Supplied: \_\_\_\_\_

Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**STATEMENT OF ORGANIZATION**

Name of Business: \_\_\_\_\_

DBA (if any): \_\_\_\_\_

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): \_\_\_\_\_

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

Mailing Address (If applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

Are you registered with the State of Florida Department of State?  Yes or  No

If yes, what is your document number? \_\_\_\_\_

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

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

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who   
is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the Respondent,  
\_\_\_\_\_, located at \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
who  is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

SS. }  
      }  
      }

Before me, the undersigned authority, personally appeared:

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

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who  is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that

\_\_\_\_\_ does:  
(Company Name)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COMPANY NAME:** \_\_\_\_\_

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

***RETURN ONE (1) ORIGINAL AND ONE (1) COPY***

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

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

***RETURN ONE (1) ORIGINAL AND ONE (1) COPY***

**CONFLICT OF INTEREST FORM**

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

**PART I.**

- I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_ **(List Position Or Board)**
  
- I am the spouse or child of an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_
  
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
**Name:** \_\_\_\_\_
  
- Respondent employs or contracts with an employee, public officer or advisory board member of the City  
**Name:** \_\_\_\_\_
  
- None Of The Above

**PART II:**

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

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

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**SCRUTINIZED COMPANY AFFIDAVIT AND CERTIFICATION**

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

Florida Statutes §287.135 prohibits local governments from contracting with Scrutinized Companies for contracts valued at one million dollars (\$1,000,000.00) or greater, subject to certain exceptions.

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 \_\_\_\_\_ that has submitted the attached proposal.
2. I am fully informed respecting the Respondent.
3. I have read and am familiar with the requirements of Florida Statutes §287.135.
4. The Respondent is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473 and is therefore eligible to submit this bid or proposal.
5. Under penalties of perjury, I declare that I have examined this affidavit and certification and to the best of my knowledge and belief, it is true, correct, and complete.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who  
 is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**LOBBYING CERTIFICATION**

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

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

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

This \_\_\_\_\_ day \_\_\_\_\_ of 2015 \_\_\_\_\_, being first duly sworn, deposes and says that he or she is the authorized representative of \_\_\_\_\_ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

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

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who  is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_