Original

# City of North Port

# REQUEST FOR BID NO. 2025-30

## CITYWIDE GENERATOR SERVICES
## FOR THE CITY OF NORTH PORT
## (ANNUAL CONTRACT)

**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@northportfl.gov**

**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS**

**REQUEST FOR BID 2025-30**
**GENERATOR SERVICES FOR THE CITY OF NORTH PORT**

It is the intent of the City of North Port to secure the services of a Contractor capable of providing generator services as described within this bid document. The City of North Port is requesting sealed bids from licensed, experienced contractor.

**There will not be a Pre-Bid conference for this project. Please send all questions to the e-mail address below.**

**BID OPENING: AUGUST 19, 2025, AT 2:00 PM**
**4970 CITY HALL BOULEVARD, SUITE 337A**
**NORTH PORT, FLORIDA 34286**

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

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the CITY website at www.northportfl.gov. Bid documents are posted on the CITY FTP site at https://www.northportfl.gov/fileshare *(go to the drop down box, select Purchasing and scroll to Project RFB No. 2025-30*; however, the only place to obtain addenda is on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Bernice Moen, Contract Administrator I, at 941.429.7114. Request for additional information or clarification regarding the specifications must be sent via email to purchasing@northportfl.gov. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **AUGUST 12, 2025, at 2:00 PM.**

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

**PUBLISH DATE: JULY 16, 2025**
www.northportfl.gov
www.demandstar.com

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**To include Exhibit A, Excel Bid Schedule**

## 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 PROVISIONS 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 PROVISIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE REQUIREMENTS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**DEFINITIONS:** The following terms have the meaning described.

- *Addenda:* a written change to a solicitation
- *Bid:* any offer submitted in response to this request for Bid.
- *Bidder:* One that submits a bid in response to this Request for Bid.
- *Bid Documents:* Includes the Special Provisions; City Forms and Attachments, including but not limited to: Submission Checklist , Certification Regarding Lobbying, Non-Collusive Affidavit, Conflict of Interest Form, Public Entity Crime Form, Drug-Free Workplace Form, The Florida Trench Safety Act (if required), Scrutinized Company Affidavit, Vendor's Certification for E-Verify System, Debarment Form, Insurance Requirements, Foreign Entity of Concern Laws, Anti-Human Trafficking Affidavit, Payment and Performance Bonds (if required), Bid Bond (if required), and Certification and all Addendums issued prior to receipt of bids.
- *City:* Shall refer to City of North Port, a municipal corporation of the State of Florida.
- *Contract*: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- *Responsible:* Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, Affidavit of Compliance with Anti-Human Trafficking Laws, Affidavit of compliance with foreign Entity Laws (if required), 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.

## INSTRUCTIONS TO BIDDERS

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

2. **EXAMINATION OF BID DOCUMENTS:** Prior to submission of a bid form, bidders shall carefully examine the General Provisions, Special Provisions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

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

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

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

3. **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.

4. **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.

5. **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.

6. **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the General Provisions, Special Provisions, the Technical Specifications, the Bid Form, or any Addendum issued, the order of precedence shall be: the last Addendum issues, the Bid Form, The Technical Specifications the Special Provisions, and then the General Provisions. It is incumbent upon the Contractor to identify such conflicts to the designated purchasing representative prior to the Bid or proposal response date.

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

8. **CONTRACTOR'S AFFIDAVIT:** When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.

9. **SUBCONTRACTORS AND SUPPLIERS**: All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.

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

11. **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:* 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.~~ NOT REQUIRED

*Bid Documents:* Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, ***FINANCE DEPARTMENT – PURCHASING DIVISION, 3RD FLOOR, SUITE 337***, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

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

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

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

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

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

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

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

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

13. **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 whose evaluation by the City indicates that the award will be in the best interest of the City.

*Errors:* For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

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

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

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

15. **WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship

defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

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

17. **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.

18. **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 contractor, continue until completion without change to the then current prices, terms and conditions.

19. **TERMINATION OF CONTRACT:**

A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.

(1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.

(2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials,

services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

(3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.

(4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.

B. Termination For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

D. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.

E. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.

G. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:

(1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;

(2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;

(3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;

(4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;

(5) Claims made, or likely to be made, against the City or its property;

(6) Loss caused by the Contractor;

(7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or

(8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

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

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

J. E-Verify Violation.

(1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.

(1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.

(2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

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

20. **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.

21. **LAWS AND REGULATIONS:** Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.

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

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

22. **LICENSES AND PERMITS:** The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.

23. **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.

24. **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.

25. **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.

26. **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.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** The City consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

28. **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.

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.

The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientations, gender identity or expression, or physical characteristic.

29. 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.

30. **PUBLIC RECORD:** In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

(1) Keep and maintain public records required by the City to perform the service.

(a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(*See* http://dos.state.fl.us/library-archives/records-management/general-records-schedules/)

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

(2) Upon request from the City's custodian of public records, provide the City 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 public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the public records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.

(4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.

**(5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL**

**BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, PUBLICRECORDSREQUEST@NORTHPORTFL.GOV.**

(6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

31. **FORCE MAJEURE:** Should performance of any obligation created under this Contract become illegal or impossible by reason of:

(a) A strike or work stoppage, unless caused by a negligent act or omission of either party;

(b) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

(c) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

(d) A declared emergency of the federal, state, or local government; or

(e) Any other like event that is beyond the reasonable control of the non-performing party; then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

(f) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;

(g) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

(h) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

(i) e non-performing party uses all reasonable diligence to remedy its inability to perform.Economic hardship of a party does not constitute an event of *force majeure.* A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

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

32. **GOVERNING LAW AND VENUE:** The exclusive venue for any legal or judicial proceedings in connection with the enforcement, interpretation, or otherwise related to this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle Districts of Florida. 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. The Contractor and his subcontractors shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules, and regulations that, in any manner, affect the Work required under this Contract. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract.

33. **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.

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

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

36. **CONTRACTING WITH CITY OFFICERS, 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 City's Purchasing Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

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

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

37. ~~**PERFORMANCE/PAYMENT BOND**~~: NOT REQUIRED

A. ~~Performance and Payment Bond. The Contractor must provide a performance and payment bond in the form prescribed in Section 255.05Florida Statutes, as may be amended,, in the amount of one hundred percent (100%) of the Contract Price, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the surety company:~~

1. ~~Is licensed to do business in the State of Florida;~~
2. ~~Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;~~
3. ~~Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;~~
4. ~~Is otherwise in compliance with the provisions of the Florida Insurance Code;~~
5. ~~Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;~~
6. ~~Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and~~
7. ~~Has an underwriting limitation of at least two times the dollar amount of the Contract Price.~~

B. ~~Substitute Bond Required. If the surety company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within five (5) calendar days thereafter, substitute another bond and surety company, both of which are subject to the City's approval.~~

C. ~~Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.~~

D. ~~Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.~~

E. ~~Recording the Bond. The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.~~

38. **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.

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

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

41. **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.

42. **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.

43. **AUDIT:** City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

44. **UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Contract by the City. The City may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, Fla. Stat.

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

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

47. **PAYMENT:**

A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated work schedule reflecting the progress of all work. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.

B. Payment. The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). The City or its authorized agent will make payment to the Contractor for all services or work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.

C. Timing of Payments; Retainage. The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Certificate of substantial completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

D. Final Payment. The Contractor must complete the items on the punch list to the satisfaction of the City within the Contract Time and prior to submittal of the application for reduction of retainage or final payment. The Contractor's submittal for final payment must include the Contractor affidavit, final waiver and release of lien for all subcontractors, materialmen and suppliers, warranty of work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all work, materials, or services furnished under this Contract.

48. **DISPUTE RESOLUTION -**All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this Contract or the breach thereof, shall be resolved as follows:

**A.** To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.

**B.** In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

**C.** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.

**D.** Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

**E.** The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

**F.** his Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

**G.** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

49. **SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT:** Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these

requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

50. **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.

51. **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.

52. **SCRUTINIZED COMPANIES:**

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

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

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

(b) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

(c) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

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

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

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

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

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

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

56. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

57. **PRICING/AUDIT:** The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the City. Contractor shall ensure the City has these same rights with subcontractors and suppliers.

58. **DEBARMENT AND SUSPENSION STATUS:** The Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency, nor is the Bidder an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the covered transaction by any government agency.

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

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

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

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

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

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

**a)** "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

**b)** "Department" means the Department of Management Services.

**c)** "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

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

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

(a)The entity is owned by the government of a foreign country of concern;
(b)The government of a foreign country of concern has a controlling interest in the entity; or
(c)The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

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

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

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

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

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

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

**A.Local Business Definition:**

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

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

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

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive. **Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.**

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

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

**END OF SECTION I**

## SECTION II

## SPECIAL PROVISIONS

**SP-01 INTENT AND TERM:** It is the intent of the City of North Port to secure the services of an experienced and qualified Contractor capable of providing GENERATOR SERVICES at various City facilities. The City has a high expectation level for services to be provided.

Therefore, this is a PERFORMANCE BASED Contract, and the City will pay for ONLY the actual services performed in accordance with the requirements of this solicitation. This solicitation includes a liquidated damages program for services not performed in accordance with this Contract, or in an inconsistent or unacceptable manner.

**The term of this Contract shall be from December 1, 2025, through and including, December 31, 2026, the "initial term".** This Contract may be extended for two (2) additional one (1) year periods, by mutual agreement and within budgetary limitations, at the same terms and conditions. Continuance of the services for subsequent years after the initial term shall be at the sole discretion of the City. Authorize the City Manager to approve all future renewals and increases.

**SP-02 FORM OF CONTRACT** The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the City and a purchase order, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Senior Purchasing Administrator, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**SP-03 SCOPE OF WORK**

**A.** The scope of work contained herein is a general guide to the work the City expects to be performed by the Contractor and is not a complete listing of all services that may be required or desired. Contractor shall complete services consisting of, but not limited to, cleaning services at various locations in the City.

- Contractor shall furnish all labor, supervision, required materials, resources and equipment to complete the various tasks required, unless otherwise stipulated herein.

- Services/tasks to be performed and assigned schedules by each facility are defined in below. The Contractor shall adhere to the services/tasks and schedule. Failure to perform shall result in the CITY invoking liquidated damages and repetitive failures to perform shall subject the Contractor to be found in default of the Contract.

- Addition– or Deletions - City shall retain the right to add or delete any bid item in this contract if it deems same to be in its best interest. Said deletion shall relieve the Contractor of the responsibility of performing the work, by virtue of definition herein, for items deleted. Payment fees shall be adjusted accordingly.

**SP-04 GENERAL CONDITIONS:**

**A.** **Technician Qualifications –** Maintenance, repair or installation of the power unit and generator shall be performed by fully trained generator technicians with the ability to fully understand and speak the English language. These technicians shall have at least two (2) years' experience in service repair and installation to generators and related equipment at other facilities with application similar to that of City of North Port.

**B.** **Tools/Equipment - Contractor** shall be required to supply all necessary tools, equipment, labor and parts as necessary to complete repair or installation.

C. **Response Time -** The successful bidder must furnish telephone numbers for emergency and routine services. In the case of emergency service, the successful bidder shall be on-site to provide service within **30 minutes of call**, and be available to respond twenty-four hours a day, year-round. An emergency condition shall be considered to exist when any failed system hardware or software prevents, or threatens to prevent, the operation of the generator or switch gear from fulfilling its intended purpose. The awarded Contractor shall employ an adequate staff of approved technicians to provide this emergency service taking into account vacation and other leaves. Non-emergency service shall be provided within twenty-four (24) hours of request.

D. **Cost of Parts -** Original equipment parts, or quality parts recognized as common replacement brands by the manufacturer of the equipment being serviced, shall be provided at the percentage mark-up stated on the Bid Schedule Form. Invoices documenting the Contractor's cost for all parts in excess of one hundred dollars shall be provided to the City with or before billing. The City reserves the right to request documentation ofthe Contractor's cost for parts less than one hundred dollars. The City reserves the right to withhold payment of the parts until documentation is provided. Service work reports shall be given to the individual Department Head or designee to be signed the same day the work is performed.

E. **Maintenace of Records -** The successful quoter shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and City of North Port reserves the right to determine the record keeping method required in the event of non-conformity. These records shall be maintained for two (2) years after completion of the project and shall be readily available to City personnel with reasonable notice. A copy of a sample checklist/work order shall be submitted with quote. The checklist shall include time in/time out of technician.

F. **Preventative Maintenance –** Contractor will provide Facilities and Utilities with a schedule for the Annual and Semi-Annual maintenance (PM) visits for all generator units under each department. This schedule provided no later than one month from the award of this contrat.

G. **Clean-Up -** The premises shall be kept free at all times of accumulation of waste material and/or rubbish resulting from the work. Combustibles shall be removed daily. Upon completion of the work, all debris, tools, scaffolding and surplus materials shall be removed, and the premises left clean. Contractor will be responsible for removal of all waste and legal disposal off site.

H. **EQUIPMENT DESCRIPTION:** This is a general list of the generators to be serviced in the scope of this bid. This list may not be all inclusive. The City reserves the right to add and/or delete generators from these specifications.

**Utilities Dept. Generators-**

**(DO NOT CONTACT DURING BIDDING: City Designee Mike Vuolo Office)**

| Location | Address | Make | Model # | Serial # | Fuel Tank Size |
|---|---|---|---|---|---|
| **Wastewater Treatment Plant** | 5355 Pan American Blvd. | Caterpillar | SR4B | 2DNO1729 | 2500 |
| **Wastewater Treatment Plant** | 5355 Pan American Blvd. | Caterpillar | SR4B | 7AJ01067 | 2000 |
| **WV Wastewater Plant** | 8898 S Tamiami | Caterpillar | SR5 | JSJ03969? | 6900 |

| | | | | | |
|---|---|---|---|---|---|
| **WV Wastewater Plant** | 8898 S Tamiami | Caterpillar | SR5 | JSJ03970? | 6900 |
| **MC Water Treatment Plant** | 5755 North Port Blvd | Cummins | DQGAA | 1201584 | 8000 |
| **MC Water TreatmentPlant** | 5755 North Port Blvd | Caterpillar | SR4 | AFK00504 | 1000 |
| **MC Water Treatment Plant Process Well #2** | 5755 Sam Shapos Way | Kohler | 100KW | 3346GMMM0016 | 400 |
| **WV Water Plant** | 11820 Manasota Beach Rd | Kohler | 175KW Trailer Mounted | 337NGMJK0002 | 270 |
| **WV Water Plant** | 11820 Manasota Beach Rd | Kohler | 2000KW | 3393GMJN0001 | 12,800 |
| **NE Booster Station** | 1150 Nabatoff street | Baldor | 300DFCB | F950579213 | 1000 |
| **Hillsborough Booster Station** | 17113 Hillsborough Blvd. | Baldor | 1DLC250-JD | 13435-00306 | 470 |
| **SW Booster** | 8060 Tamiami trail | Kohler | 350REOZV | 2077923 | 500 |
| **Utility Office (Silver trailer)** | 6644 W Price Blvd | John Deere | 70JD | 203751-1 | 150 |
| **Utility Office (red Trailer)** | 6644 W Price Blvd | Baldor | TS130t | P0603270002 | 150 |
| **Lift Station #19** | 13632 Tamiami Trail | Kohler | 150REO2JD | 2203057L | 495 |
| **Lift station #111** | Braves Stadium 18000 Playmore Dr | Kohler | 125reozjg | SGM32NXCG | 298 |
| **Lift station #62** | 6400 West Price Blvd | Cummings Power | B020332130 | DGEA-5550201 | 125 |
| **SW WTP Process Well # 92** | 17971 S West Villages Pkwy | Kohler | 150KW | 3379GMJR0002 | 900 |
| **SW WTP Process Well #95** | 17961 S River Rd | Kohler | 80KW | VGJMP0012 | 600 |

**Fire Dept. Generators –**

**(DO NOT CONTACT DURING BIDDING: City Designee Nick Genna)**

| Location | Address | Make | Model # | Serial # | Fuel Tank Size |
|---|---|---|---|---|---|
| **FR81** | 4980 City Center Blvd | Generac100KW | 97AO5356-S | 2037472 | propane |
| **FR82** | 5650 North Port Blvd | Onan Cummins 175KW | 175DFEL3260M | H880155877 | 625 |

| | | | | | |
|---|---|---|---|---|---|
| **FR83** | 3601 E. Price Blvd | Cat/100KW | D100-4 | CAT00C44TNYE0 333 | 750 |
| **FR84** | 1350 Citizens Parkway | Cat/150KW | D150-8 CAT | CAT00C66CN6D0 1939 | 900 |
| **FR85** | 1308 N. Biscayne | Kohler/ 128KW | 125REO2JG | SGM32J85R | 298 |
| **FR86** | 19950 Preto Blvd | Kohler 350KW | 350 REZXD | 34G9GMJN0001 | Natural Gas |

**Facilities Dept. Generators**

**(DO NOT CONTACT DURING BIDDING: City Designee Nick Genna)**

| Location | Address | Make | Model # | Serial # | Fuel Tank Size |
|---|---|---|---|---|---|
| **Police Dept** | 4970 City Hall Blvd | Kohler 1250KW | S12R-Y1PTA-2 | 2019043 | (2) 2,000 |
| **City Hall- ES Unit** | 4970 City Hall Blvd | Kohler 900KW | KD900 | 3334GMKH0001 | 900 base gal / 3000ConVault |
| **Parks Maint** | 5455 Pan American Blvd | Triton TPYS18 | 1T4F | 20483 Q0483? | 15 |
| **PW Fleet Maint** | 1100 N Chamberlain Blvd | Cat/300KW | 60R0ZJ61 | 296957 G5A05504? | 1800 |
| **Morgan Family Center** | 6207 W. Price Blvd | Baldor 950 KW | GC-5 | G5A005504 | 6000 |

I. **SEMI-ANNUAL/ANNUAL PREVENTIVE MAINTENANCE:** Maintenance shall be performed twice per year and scheduled with the applicable department's designee. All routine scheduled work will be done during the normal business workday, 7:30 a.m. to 3:30 p.m. (EST), Monday through Friday. Maintenance shall include inspection, cleaning, repair or replacement of the generators (All parts being replaced and/or repaired are to be available for inspection by the City).

***Tanks***

- Replace fuel filters as required.
- Inspect for water, if water detected Department Designee shall be notified ASAP.
- Inspect day tanks, float switches, transfer pumps, solenoid valves, strainers, filters, flexible hoses and connectors, overflows and piping.
- Per Florida Administrative Code 62-762-702 Aboveground Storage Tank Systems Annual Inspections are to be completed for the F-DEP storage tank compliance inspections.

***Cooling***

- Water hoses (leaks, condition, connections).
- Radiator/heat exchanger (blockage, damage, leaks).
- Drive belts (condition, adjust if needed).
- Fan and alternator (lube bearing, condition, cracks).
- Operation of coolant heaters (adjust).
- Coolant level/antifreeze protection, cooling water to heat exchanger and air to radiator.
- Check water pump, flexible hoses/connectors, water jacket heater, ductwork, louvers, louver motors and controls.
- Change water filters *(annually)*

***Fuel***

- Check for leaks (hose condition, connections).
- Check injectors.
- Check fuel transfer pump (leaks, operation).
- Check governor (linkage, operation, adjustment).
- Check day tank (operation, leaks).
- Drain water separator (sediments).
- Replace fuel filters as required (***annual inspection only***).
- Generators with fuel tanks greater than 500 gallons shall require a fuel sample taken and a fuel analysis test performed by the Contractor at his own expense. The test results shall be incorporated into the Annual Inspection test report and submitted to the City for evaluation. Any required corrective action identified by the fuel analysis report will require authorization from the Department's Designee. ***(Annual inspection only)***

***Intake Exhaust***

- Visual check of piping (leaks, restrictions, condition).
- Inspect condensate traps, insulation, back pressure, hangers, supports and flexible section integrity.
- Check crankcase breather (clean if needed).
- Check turbocharger (operation, leaks, and clearances).
- Inspect air cleaner (change at annual service only unless condition warrants additional replacement).
- Check rain cap condition.

***Lubrication***

- Check oil level, oil heaters and crankcase breathers.
- Check for leaks (tighten loose connections).
- Check hydraulic governor (add oil if needed).
- Take oil sample for evaluation (before oil change annual services with results faxed to designated Department (s) within two (2) weeks of sampling) (***semi-annual and annually***).
- Change oil and filters ***(annually)***.

***Electrical***

- Inspect batteries - electrolyte level, specific gravity, state of charge, charger, charging rate and terminals.
- Battery voltages drop when starting.
- Check connections (clean, tighten if needed).
- Check battery charger operation.
- Check starting ability (starter amperage draw).
- Visual check of engine wiring (shorts, breaks).
- Test all safeties: i.e., over speed, low oil pressure, low water temperature, low fuel level, over crank, high water temperature, low water level, and all necessary checks.
- Should Contractor determine electrical issues, Contractor will repair/replace, as necessary, utilizing either their inhouse licensed electrician or their subcontracted licensed electrician. Any additional cost must be provided in writing to the applicable Department Designee **PRIOR** to commencement of work. Contractor must receive approval in writing to proceed with said work.

***General Condition***

- Engine room (ventilation, cleanliness).
- Control positions (auto, off, breakers).
- Check mounts.

- Check hour meter operation.
- Customer problems or questions.
- Check and date generator log.
- Service decal in place.
- Housing units to be cleaned during inspection/service/PMs to ensure no issues arrive from rodents/pests

***Generator***

- Check generator voltage.
- Check frequency (no load).
- Check wiring (controls, breaker, and regulator).
- Visual check of stator and rotor.
- Inspect brushes, brush length and freedom of movement, commutator, slip rings, rotor, stator and bearings.

***Transfer Switch***

- Check calibration of meters.
- Check wiring (controls, safeties, mains)
- Test transfer switch.
- Adjust timers to customer's needs.

***Maintenance Service shall include:***

- General inspection of entire unit to include any unusual conditions of vibration, leakage, noise, temperature, deterioration, room or enclosure housekeeping quality, metal fatigue, corrosion, and overall integrity.
- Should tech find housing unit, or any component of the generator have rodents, pest or similar, Contractor will clean out any live, deceased and/or debris from said rodent, pest or similar.
- Unit(s) to be test run without load on one (1) semiannual inspection (during normal hours as stated in this contract).
- Unit(s) to be test run under house load on one (1) annual inspection.
- The first year of this contract the load test shall run for **a minimum of four (4) hours**. All Load tests must be scheduled with the appropriate department and may need to be performed on a weekend, holiday or after hours when deemed necessary by the responsible department.
- The second and third year of this contract the load tests will be for a **minimum of two (2) hours**.
- The second and third year of this contract the load tests for Utility generators will be for a **minimum of four (4) hours.**
- Clean, repair and or replace any parts that would normally be replaced during PM.
- Portable (trailer mounted) unit (s) to be test run under "Load Bank" load on one (1) annual inspection.
- Portable (trailer mounted) unit (s) load test shall run for a minimum 30 minutes. Load test shall be performed in conjunction with the annual inspection.
- Generators that require "After Hours" load testing are identified in "Exhibit A". They are identified by a single asterisk (*) next to the unit number. The Contractor shall price all load testing on Price Schedule BB.

**SP-05 STANDARD WORK REQUIREMENTS**: The following Standard Work Requirements are intended to serve as a guideline and apply to all bid items, except individual bid items requiring deviations. Such deviations are noted and stated herein. The successful Contractor shall perform all work to the complete satisfaction of the City.

**A. SUPERVISION:** All Contractor's personnel shall be supervised by the Contractor at all times to assure quality of work required herein.

a. Contractor's personnel shall not smoke while working on the Generators or near them.

**B. EMERGENCY OPERATION SERVICES**

The Contractor may be required to provide GENERATOR SERVICES in the event of an emergency. The schedule and time for services shall be dependent upon the needs of the City. All services provided pursuant to an emergency event shall be mutually agreed upon by the Contractor and the City.

The services during an emergency event may require on-site services and extended hours, which are over and above normal schedules.

1. Standard monthly service rates for work completed prior to or after an emergency event will be prorated. GENERATOR SERVICES provided during an emergency event will be reimbursed at the Contract's emergency event hourly rates.

2. Emergency services will not be for ALL City facilities. Immediate response requirements shall be discussed between the CITY and Contractor and determined prior to the event. Service requirements for post event shall be discussed as appropriate.

3. The CITY will notify the Contractor if a need arises for furnishing services and/or commodities through a telephone call, fax or email communication. The City will provide the location for service or delivery.

4. Compensation for services shall be based on the Emergency-Standard Contract Hours and Emergency-After hours/Emergency Contract Hours rates.

5. The Vendor shall have a 24-hour point of contact and the capability to respond to the sites within two hours once contact is made. An emergency condition shall be considered to exist when any failed system hardware or software prevents, or threatens to prevent, the operation of the generator or switchgear from fulfilling its intended purpose. It will be at the sole discretion of the County to determine if the situation is an emergency or not.

6. Emergency repair service requests may include pre-storm preparations and post-storm recovery services.

**C. CITY'S RIGHT TO INSPECT**

Contractor shall currently have adequate organization, facilities, equipment and personnel to ensure services are performed and/or commodities are delivered per the requirements contained herein. The City reserves the right before recommending any award, to inspect the facilities, organization, and financial condition, or to take any other action necessary to determine the Contractor's ability to perform in accordance with requirements, specifications, terms and conditions contained herein.

## SP-06 QUALITY ASSURANCE REQUIREMENTS

The CITY has the right to require the Contractor to remove any of their employees deemed incompetent, careless, destructive, or objectionable, to not follow the uniform requirements, or whose actions are deemed to be contrary to the public's interest or inconsistent with the best overall interests of the City.

a) Inspection

- The Contractor's supervisor shall be required to conduct performance walk-through inspections for all facilities with the Facilities Manager or designee monthly. The performance walk-through inspections shall be rated in accordance with standards on required tasks indicated within this Agreement.

b) Failure to coordinate monthly walk-through inspections with City Personnel shall result in the City withholding payment to the Contractor until the inspection has been completed and applicable liquidated damages.

c) The Contractor, at the request of the City, will remain flexible at all times to fulfill any unforeseen or unusual cleaning tasks, which may be necessary from time to time. Such work is not to be construed to occur on an on-going basis. The cost for these tasks, which are not specifically stated or listed in the Exhibits, shall be negotiated by the Procurement Office and approved through the City's Change Order policy.

**SP-07 CONTRACTOR EMPLOYEES**

a) Contractor's employees are **strictly prohibited** from bringing family members, friends, & pets, etc. into City facilities. Those employees who ignore this requirement shall be immediately dismissed. Contractor's employees are **strictly prohibited** from providing access to anyone into City facilities after normal operating/business hours.

b) **CONTRACT MANAGEMENT:** The City shall conduct monthly performance reviews relating to the services performed by the Contractor. Results shall be submitted to the Contractor.

c) The City reserves the right to cancel this Contract in its entirety should the Contractor fail to meet the response time or performance requirements five (5) times within any six (6) month period.

d) DEFICIENCY REPORTING AND RECTIFICATION PROCESS: The City will e-mail a deficiency report to the designated supervisor the day the deficiency is reported.

e) Contractor shall be required to e-mail the notice to the City Representative indicating the deficiency has been rectified. The City will inspect and determine if the deficiency was rectified to the City's satisfaction and in accordance with this bid solicitation requirements.

**SP-08 BIDDER REQUIREMENTS**

**a) At the time of submitting a Bid, the Bidder shall have been in business for a minimum of TWO (2) CONSECUTIVE YEARS and shall be currently permitted to legally perform services within the State of Florida.** Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.

**b)** At the time of submitting a Bid, the Bidder shall demonstrate a minimum of **TWO (2) CONSECUTIVE YEARS of GENERATOR SERVICES.**

**c)** At least two (2) of the Bidder's references shall be located in the State of Florida. The Bidder shall provide references for meeting these requirements on the Reference Form and the references shall be used in determining if a Bidder is responsible. Additional documentation may be submitted with your Submittal Package. In the event the Bidder has performed work for the City of North Port, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The CITY reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder. Bidders not demonstrating minimum similar and acceptable experience may be deemed non-responsible.

**d)** In the event of FRANCHISE companies, Bidder shall be required to own the franchise location proposed to provide services. Bidder shall provide written certification they OWN the franchise proposing services. The CITY WILL NOT ACCEPT or EVALUATE submittals received from parent franchise companies.

**e)** No bid submittal shall be accepted from, nor will any contract be awarded to, any person/company/contractor/firm, who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City.

**f)** As a part of the evaluation process, the City may conduct a background investigation including a record check by the North Port Police Department. Bidder's submission constitutes acknowledgement of the process and consent to such investigation. The CITY shall be the sole judge in determining Contractor's qualifications.

**g)** Failure to submit contract award requirements within the above stated timeframe shall cause the City to deem the Bidder non-responsive. The Bidder **shall meet all minimum requirements stated and shall provide copies and/or written documentation.**

**SP-9 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) ROUTINE MAINTENANCE AND OPERATIONAL TESTING**

Maintenance shall be performed in accordance with the NFPA Standard (NFPA 110, Standard for Emergency and Standby Power Systems) and manufacturer's specifications. All routine maintenance must be scheduled with applicable departments during normal business hours, 7:00 a.m. to 4:00 p.m. (EST), Monday through Friday. With the exception of Utilities and Facilities whose hours of operation are 7:00 a.m. to 3:30 p.m. (EST). Maintenance shall include inspection, cleaning, repair or replacement, as indicated in Attached Exhibit "B". (All parts being replaced and/or repaired are to be made available for inspection by City staff). All inspections and service performed on these generators must be documented in the logbook provided at each location for proper record keeping for NFPA compliance. The use of NFPA Maintenance checklists must be used along with any other reported checks, diagnostics performed during required inspections or repairs. The Contractor is not required to perform weekly or monthly inspections per NFPA Standards. Individual Departments will be responsible to perform those checks and provide documentation within the same logbook used by the Contractor at each facility. If the logbook must be located outside the area due to unusual circumstances, it must be kept in a secure, convenient location, near the equipment, and in a location approved by the Authority Having Jurisdiction (AHJ). Documentation of service or repairs will be given to the appropriate department representative to maintain on file for auditing and record keeping.

**SP-10 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest, responsive, responsible bidder meeting or exceeding the requirements specified. Other consideration(s) of award shall be local preference, qualifications, and references. Any unfavorable references may be caused to deem bidder non-responsive.

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

**END OF SECTION II**

## SECTION III
## SUBMISSION CHECKLIST
### Attachment 1

**Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid.**

**Bidder must submit one (1) original signature (clearly marked as such) of the response Bidder must submit one (1) original signature (clearly marked as such) of the response and one (1) copy (clearly marked as such) of the response and one (1) PDF of the original document on a USB Flash Drive containing one PDF file of the full response EXCEPT the excel PRICE SCHEDULE is to stay in excel format (See Attachment 5).**

**Bidder should check off each of the following items as completed and submit with bid response:**

**INCLUDED**

| | |
|---|---|
| X | **Attachment 1** Submission Checklist |
| X | **Attachment 2** Label |
| X | **Attachment 3** (exhibit A) – Excel Tabulation - Price Schedule on USB drive in excel format only. |
| X | **Attachment 4** Insurance Requirements (Read and acknowledge) |
| X | **Attachment 5** Bid Form **(TOTAL PROJECT COST READ AT BID OPENING)** |
| X | **Attachment 6** Statement of Organization |
| X | **Attachment 7** Addenda Acknowledgement |
| X | **Attachment 8** Equipment & Source of Supply/Subcontractor List Form |
| X | **Attachment 9** (A). Qualifications and (B). References |
| X | **Attachment 10** Non-Collusive Affidavit |
| X | **Attachment 11** Conflict of Interest |
| X | **Attachment 12** Public Entity Crime Information |
| X | **Attachment 13** Drug-Free Workplace Form |
| X | **Attachment 14** Affidavit Claiming Status as a Local Business or a North Port Local Business Status |
| X | **Attachment 15** Indemnification |
| X | **Attachment 16** Scrutinized Company Certification Form |
| X | **Attachment 17** Lobbying Certification |
| X | **Attachment 18** Vendor's Certification for E-verify System |
| X | **Attachment 19** Foreign Entities of Concern Law Affidavit |
| X | **Attachment 20** Human Trafficking Affidavit |

**BIDDER STATEMENT:**

We understand the requirements requested and agree to fully comply.

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Paramount Power Inc **Title:** President

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

**ATTACHMENT 2**

## SEALED RFB ENVELOPE LABEL

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

**PLEASE PRINT CLEARLY**

**SEALED RFB DOCUMENTS – DO NOT OPEN**

**RFB #:** 2025-30

**RFB TITLE:** Citywide Generator Services for the City of North Port

**DATE DUE:** 8/19/25

**TIME DUE:** 2:00 pm

**SUBMITTED BY:** Paramount Power Inc

**(Name of Company)**

service@paramountpwr.com — e-mail address

727-536-9979 — Telephone

Deliver to:

**City of North Port**
**Finance Department - Purchasing Division**
**Geoff Thomas, Contract Administrator I**
**4970 City Hall, 3 RD Floor, Suite 337**
**North Port, Florida 34286**
**RFB NO. 2023-03**
**Citywide Generator Services**

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

**ATTACHMENT 3:**

# BID SCHEDULE

# IN EXCEL FORMAT

## SEPARATE ATTACHMENT

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

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

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

## ATTACHMENT 4:

## INSURANCE REQUIREMENTS

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

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

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

**Requirements:**

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

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

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

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

**2. Commercial Automobile Liability**

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

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

a. The policy shall be endorsed to include the following **additional insured language**: "City of North Port and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

c. Policy shall contain a waiver of subrogation against the City of North Port.

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

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

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

**Workers' Compensation Employers' Liability**

- Each Accident, each employee, bodily injury or disease $500,000

a. Policy shall contain a waiver of subrogation against the City of North Port.

b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.

c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

***GENERAL REQUIREMENTS:***

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

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is

responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

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

**B. WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

**C. POLICY FORM:**

1. All policies, required by this Contract, **with the exception of Workers Compensation,** or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
    a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
    b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance

requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

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

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

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

**BIDDER STATEMENT:**

We understand the requirements requested and agree to fully comply.

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**ATTACHMENT 5:**
**BID FORM**

Name of Bidder/Company Name: Paramount Power Inc
Business Address: PO Box 530098
City/State/Zip Code: St Petersburg FL 33747
Bidder/Company Telephone Number: 727-536-9979
E-mail Address: service@paramountpwr.com
Contractor License #: EC13014384
FEID #: 59-3386520

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

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2023-03 CITYWIDE GENERATOR SERVICES** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

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

**PROJECT TOTAL:** $ 181,767.00

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

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**ATTACHMENT 6:**

**STATEMENT OF ORGANIZATION**

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

**Company Name** Paramount Power Inc

**Telephone #** 727-536-9979 **E-Mail** service@paramountpwr.com **Fax #** 727-530-1495

**Main Office Address** PO Box 530098

**City** St Petersburg **State** FL **Zip Code** 33747

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

**Office Address**

**City** **State** **Zip Code**

**Telephone #** **E-mail** **Fax #**

**Name & Title of Firm Representative**

**Federal Identification Number:** 59-3386520

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

**(Please Check One)**

**Is this a Florida Corporation:** [x] Yes or [ ] No

**If not a Florida Corporation,**

In what state was it created: _____

Name as spelled in that State: _____

**What kind of corporation is it:** [x] "For Profit" or [ ] "Not for Profit"

**Is it in good standing:** [x] Yes or [ ] No

**Authorized to transact business in Florida:** [x] Yes or [ ] No

State of Florida Department of State Certificate of Authority Document No.: P96000052702

**Does it use a registered fictitious name:** [ ] Yes or [x] No

**Names of Officers:**

**President:** Misty Perry **Secretary:** _____

**Vice President:** _____ **Treasurer:** Christina Mandrell

**Director:** _____ **Director:** _____

**Other:** _____ **Other:** _____

**Name of Corporation** (As used in Florida):

Paramount Power, Inc.

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

**Corporate Address:**

Post Office Box: PO Box 530098

City, State Zip: St Petersburg FL 33747

Street Address: _____

City, State, Zip: _____

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

***THIS PAGE MUST BE COMPLETED AND SUBMITT***

## ATTACHMENT 7:

## ADDENDA AND BOND INFORMATION

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Addendum No.** | 1 | Dated | 7/23/25 | **Addendum No.** | 5 | Dated | 8/15/25 |
| **Addendum No.** | 2 | Dated | 7/28/25 | **Addendum No.** | | Dated | |
| **Addendum No.** | 3 | Dated | 8/1/25 | **Addendum No.** | | Dated | |
| **Addendum No.** | 4 | Dated | 8/8/25 | **Addendum No.** | | Dated | |

**BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 19)**

**BID BOND: ACCOMPANYING THIS PROPOSAL IS** NA

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

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

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

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**ATTACHMENT 8:**

**EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: 2788 Fairfield Ave South, St Petersburg FL 33712

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

List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent**: **2-Good**: **3-Fair**: **4-Poor**. (Attach additional sheets, if required.)

| | Description | Manufacturer | Year | Condition | Leased/Owned |
|---|---|---|---|---|---|
| 1. | 500kw Load Bank | Universal Load Banks | 2024 | Excellent | Owned |
| 2. | Qty 4 Chevy Express 2500 Vans | Chevy | 2025 | Excellent | Leased |

**3. SOURCE OF SUPPLY AND SUBCONTRACTOR FORM**

The following sources of supply and subcontractors shall be used for the **RFB NO. 2025-30 CITYWIDE GENERATOR SERVICES.** If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

**SUBCONTRACTOR(S)**

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

1. N/A
2. N/A
3. N/A

**SUPPLIER(S)**

1. N/A
2. N/A
3. N/A

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**ATTACHMENT 9 (A & B):**

## A. QUALIFICATIONS

**If the Contractor does not meet ANY ONE of the Minimum Qualification Requirement, they will be deemed non-responsive and/or non-responsible and thereby rejected.**

**Technician Qualifications –** Maintenance, repair or installation of the power unit and generator shall be performed by fully trained generator technicians with the ability to fully understand and speak the English language. These technicians shall have at least two (2) years' experience in service repair and installation to generators and related equipment at other facilities with application similar to that of City of North Port.

The City will only entertain bids from bidders with a minimum of two (2) years' experience in generator services. Additionally, Bidders shall submit a **commercial** client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, email address, telephone number, and date services were performed, as described. Note: A contact person shall be someone who has personal knowledge of Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the CITY representative may be calling them. **DO NOT list persons who will be unable to answer specific questions regarding the requirements. (Attach additional sheets if necessary)**

1. The Bidder shall demonstrate a minimum of TWO (2) CONSECUTIVE YEARS of GENERATOR SERVICES IN FACILITIES
   - At least two (2) references shall be located within the state of Florida.

   State the number of years and months in business: 29 Years 1 Months
2. FLORIDA CONTRACT – Did you reference AT LEAST 2 OR MORE contracts with FLORIDA customers?
   [X] Yes or [ ] No
3. FRANCHISE COMPANIES:

   a) Are you the franchise OWNER:
   Check One: [ ] YES [X] NO
4. Have you enclosed written proof of ownership must be submitted with your response.
   Check One: [X] YES [ ] NO

   **b) PERFORMANCE QUESTIONNAIRE – Contractors shall complete the following questionnaire in its entirety:**
5. Has the Contractor ever failed to complete a contract/project awarded to them?
   Check One: [X] No or [ ] Yes – If YES, complete the following:

   Project Description: _____ Owner: _____

   Reason for failure to complete: _____

6. Has the Contractor ever defaulted on any awarded contract/project?
   Check One: [X] No or [ ] Yes – If YES, complete the following:

   Project Description: _____ Owner: _____

   Reason for default: _____

7. Does the Contractor have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?
   Check One: [x] No or [ ] Yes – If YES, complete the following:

   Project Description: _____ Owner: _____
   Provide a detailed description of current claims or ligation with contract/project Owner:

   _____

   _____

   _____

8. Does the Contractor have pervious: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?
   Check One: [x] No or [ ] Yes – If YES, complete the following:

   Project Description: _____ Owner: _____

   Provide a detailed description of claims or ligation with any contract/project Owner:

   _____

   _____

   _____

9. Is the Contractor currently debarred or suspended from bidding on any governmental agencies' solicitations?
   Check One: [x] No or [ ] Yes – If YES, complete the following:

   Project Description: _____ Owner: _____

Reason for debarment or suspension: _____

10. Location of Working Office that will provide services:

x Less Than 100 miles CITY limits
__ More than 100 miles CITY limits
__ No local office presence

## B. REFERENCES

The City will only entertain bids from bidders with a minimum of two (2) years' experience in generator services. Additionally, Bidders shall submit a **commercial** client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

1. Business/Customer Name: Hernando County School System

Name of Contact Person/Title: Bill Hall Fire Marshal

Telephone# 352-573-7878 Fax _____ E-mail hall_B@hcsb.k12.fl.us

Address Brooksville, FL

Phone Number 352-573-7878

Duration of Contract or business relationship 2021-present

Type of Services Provided Generator maintenance and repair

Contract Period: FROM 2021 TO present

Contract Price $ 50k Contract Price at Completion of the Project $ 50k

2. Business/Customer Name: City of Port St Lucie

Name of Contact Person/Title: Mike Jolly

Telephone# 772-579-9952 Fax _____ E-mail mjolly@cityofpsl.com

Address Port St Lucie, FL

Phone Number 772-579-9952

Duration of Contract or business relationship 2018-present

Type of Services Provided Generator maintenance and repair

Contract Period: FROM 2028 TO present

Contract Price $ 50k Contract Price at Completion of the Project $ 50k

**Date:** 8/13/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

3. Business/Customer Name: City of Oldsmar

Name of Contact Person/Title: Steve cappolla

Telephone# 813-433-8083 Fax _____ E-mail scappolla@myoldsmar.com

Address Oldsmar, FL

Contract Period: FROM 2024 TO present

Contract Price $ 25k Contract Price at Completion of the Project $ 25k

Phone Number 813-433-8083

Duration of Contract or business relationship 2024-present

Type of Services Provided Generator maintenance and repair

Contract Period: FROM 2024 TO present

Contract Price $ 25k Contract Price at Completion of the Project $ 25k

4. Business/Customer Name: Florida Medical Clinics

Name of Contact Person/Title: Alan Vandenlangenberg Maintenance Manager

Telephone# 813-618-0042 Fax _____ E-mail alan.vandenlangenberg.orlandohealth.com

Address Zephyrhills, FL

Phone Number 813-618-0042

Duration of Contract or business relationship 2020-present

Type of Services Provided Generator maintenance and repair

Contract Period: FROM 2020 TO present

Contract Price $ 8k Contract Price at Completion of the Project $ 8k

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

5. Business/Customer Name: Park Tower

Name of Contact Person/Title: Pete Maculuso

Telephone# 813-393-7319 Fax _____ E-mail pmacaluso@towerrealtypartners.com

Address Tampa, FL

Contract Period: FROM 2020 TO present

Contract Price $ 3k Contract Price at Completion of the Project $ 3k

Phone Number 813-393-7319

Duration of Contract or business relationship 2020 - present

Type of Services Provided Generator maintenance and repair

Contract Period: FROM 2020 TO present

Contract Price $ 3k Contract Price at Completion of the Project $ 3k

6. Business/Customer Name: The Vinoy Resort

Name of Contact Person/Title: Ashley Walcott Head of Maintenance

Telephone# 813-532-0490 Fax _____ E-mail ashley.walcott@thevinoy.com

Address St Petersburg, FL

Phone Number 813-532-0490

Duration of Contract or business relationship 2020-present

Type of Services Provided Generator maintenance and repair

Contract Period: FROM 2020 TO present

Contract Price $ 5k Contract Price at Completion of the Project $ 5k

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**ATTACHMENT 10:**

**NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of Pinellas

Before me, the undersigned authority, personally appeared:

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

1. He/She is the President (Owner, Partner, Officer, Representative or Agent) of Paramount Power Inc, 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** 18 **day of** August, **2025**.

By: Misty Perry Misty Perry
(Printed Name)

President
(Title)

STATE OF Florida

COUNTY OF Pinellas County

IVETTE LISBY
Notary Public - State of Florida
Commission # HH 663138
My Comm. Expires Apr 22, 2029
Bonded through National Notary Assn.

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 18 day of August 2025, by Misty Perry.

Ivette Lisby
Notary Public – State of Florida

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

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

**ATTACHMENT 11:**

**CONFLICT OF INTEREST FORM**

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

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

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

Identify the position and/or board: _____

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

Identify the name of the spouse or child: _____

_____ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

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

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

__x__ None of the Above

**PART II: Will you request an advisory board member waiver?**

_____I WILL request an advisory board member waiver under §112.313(12)

_____I WILL NOT request an advisory board member waiver under §112.313(12)

__x__N/A

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

Misty Perry
Signature of Person Authorized to Bind the Contractor

Misty Perry
Printed Name

President
Title

8/18/25
Date

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

**ATTACHMENT 12:**
**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, Misty Perry, being an authorized representative of the Respondent ,

Located at: PO Box 530098

City: St Petersburg State: FL Zip Code: 33747, 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: Misty Perry Date: 8/18/25

Telephone #: 727-536-9979 Fax #: 727-530-1495

Federal ID #: 59-3386520 E-mail: service@paramountpwr.com

State of Florida

County of Pinellas

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 18 day of August 2025, by Misty Perry

Ivette Lisby

Notary Public – State of Florida

IVETTE LISBY
Notary Public - State of Florida
Commission # HH 663138
My Comm. Expires Apr 22, 2029
Bonded through National Notary Assn.

Personally Known X OR Produced Identification ___

Type of Identification Produced ___

**Date:** 8/18/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**ATTACHMENT 13:**

**DRUG-FREE WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: Paramount Power Inc ( Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

**Check one:**

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

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

Misty Perry

**Signature**

Misty Perry

**Print Name**

8/18/25

**Date**

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

**ATTACHMENT 16:**

**Scrutinized Company Certification Form**

Contractor Name: Paramount Power Inc
Authorized Representative Name and Title: Misty Perry President
Address: PO Box 530098 City: St Petersburg State: FL ZIP: 33747
Phone Number: 727-536-9979 Email Address: service@paramountpwr.com

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

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

**CHOOSE ONE OF THE FOLLOWING**

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

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

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

Certified By:

Misty Perry
Signature of Contractor's Authorized Representative

Misty Perry
Name

President
Title

8/18/25
Date

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

**ATTACHMENT 17:**

**LOBBYING CERTIFICATION**

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

STATE OF Florida

COUNTY OF Pinellas

This 18 day August of 2025 Misty Perry, being first duly sworn, deposes and says that he or she is the authorized representative of Paramount Power Inc (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 tome 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** 18 **day of** August**, 2025.**

By: Misty Perry

Misty Perry

(Printed Name)

President

(Title)

IVETTE LISBY
Notary Public - State of Florida
Commission # HH 663138
My Comm. Expires Apr 22, 2029
Bonded through National Notary Assn.

STATE OF FLORIDA

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ____ online notarization, this 18 day of August 2025, by Misty Perry.

Ivette Lisby

Notary Public – State of Florida

Personally Known X OR Produced Identification ____

Type of Identification Produced ____

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

**ATTACHMENT 18:**
**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

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

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other renumeration.

2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:

    a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and

    b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.

3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.

4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).

5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.

6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: Paramount Power Inc (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Misty Perry

Date Certified: 8/18/25

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

**ATTACHMENT 19**

**AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS**

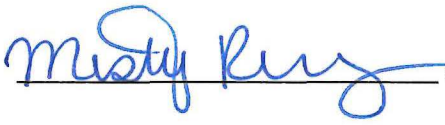
The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

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

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

ENTITY

Paramount Power Inc
LEGAL NAME


AUTHORIZED SIGNATURE

Misty Perry
PRINT NAME AND TITLE

8/18/25
DATE

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

**ATTACHMENT 20**
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

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

The undersigned, on behalf of Paramount Power Inc ("Entity"), verifies the following:

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

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

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

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

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

**Authorized Signature:** Misty Perry Date: 8/18/25

Printed Name: Misty Perry Title: President

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 18 day of August, 2025, by Misty Perry, as President of Paramount Power Inc., the Entity, and is ☑ personally known to me or ☐ produced identification.

Type of Identification produced _____.

Ivette Lisby

Signature of Notary Public

Ivette Lisby

Name of Notary Typed, Printed or Stamped

IVETTE LISBY
Notary Public - State of Florida
Commission # HH 663138
My Comm. Expires Apr 22, 2029
Bonded through National Notary Assn.

My Commission Expires: 4/22/2029

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






# Detail by Entity Name

Florida Profit Corporation
PARAMOUNT POWER, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P96000052702 |
| **FEI/EIN Number** | 59-3386520 |
| **Date Filed** | 06/20/1996 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | MERGER NAME CHANGE |
| **Event Date Filed** | 10/31/2007 |
| **Event Effective Date** | NONE |

**Principal Address**

2788 FAIRFIELD AVE S
ST. PETERSBURG, FL 33712

Changed: 07/01/2025

**Mailing Address**

PO BOX 530098
ST. PETERSBURG, FL 33747

Changed: 07/01/2025

**Registered Agent Name & Address**

Perry, Misty
7855 126TH AVENUE NORTH
LARGO, FL 33773

Name Changed: 01/07/2021

Address Changed: 01/05/2004

**Officer/Director Detail**

**Name & Address**

Title President

Perry, Misty
7855 126TH AVENUE NORTH
LARGO, FL 33773

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2023 | 03/15/2023 |
| 2024 | 04/08/2024 |
| 2025 | 04/30/2025 |

**Document Images**

| | |
|---|---|
| 04/30/2025 -- ANNUAL REPORT | View image in PDF format |
| 04/08/2024 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2023 -- ANNUAL REPORT | View image in PDF format |
| 01/31/2022 -- ANNUAL REPORT | View image in PDF format |
| 01/07/2021 -- ANNUAL REPORT | View image in PDF format |
| 12/28/2020 -- Reg. Agent Resignation | View image in PDF format |
| 05/16/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/05/2020 -- ANNUAL REPORT | View image in PDF format |
| 03/29/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/23/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2016 -- AMENDED ANNUAL REPORT | View image in PDF format |
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| 02/23/2015 -- ANNUAL REPORT | View image in PDF format |
| 07/08/2014 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/10/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2012 -- ANNUAL REPORT | View image in PDF format |
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| 03/24/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2008 -- ANNUAL REPORT | View image in PDF format |
| 10/31/2007 -- Merger | View image in PDF format |
| 03/26/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/24/2006 -- ANNUAL REPORT | View image in PDF format |
| 06/17/2005 -- ANNUAL REPORT | View image in PDF format |
| 01/05/2004 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2003 -- ANNUAL REPORT | View image in PDF format |
| 04/18/2002 -- ANNUAL REPORT | View image in PDF format |
| 09/12/2001 -- ANNUAL REPORT | View image in PDF format |
| 02/14/2000 -- ANNUAL REPORT | View image in PDF format |
| 02/26/1999 -- ANNUAL REPORT | View image in PDF format |
| 02/18/1998 -- ANNUAL REPORT | View image in PDF format |
| 01/24/1997 -- ANNUAL REPORT | View image in PDF format |
| 06/20/1996 -- DOCUMENTS PRIOR TO 1997 | View image in PDF format |

| | |
|---|---|
| 06/20/1996 -- Off/Dir Resignation | View image in PDF format |

Florida Department of State, Division of Corporations

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Paramount Power Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7855 126th Ave N

6 City, state, and ZIP code

Largo, FL 33773

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 3 | 3 | 8 | 6 | 5 | 2 | 0 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** Misty Kerr | **Date** 1-16-2025

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

N/A

N/A

**ATTACHMENT 14:**
**AFFIDAVIT**
**Claiming Status as a LOCAL BUSINESS**
****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____

County of _____

Before me, the undersigned authority, personally appeared: _____

who, being first duly sworn, deposes and says that:
1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of_ _____, the Bidder that has submitted the attached proposal:

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

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

_____
_____
_____

**AND**
4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.
**Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.**

STATE OF _____

COUNTY OF _____

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

_____
Notary Public – State of Florida

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

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

N/A N/A

**AFFIDAVIT**

**Claiming Status as a North Port Local Business**

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

State of _____

County of _____

Before me, the undersigned authority, personally appeared: _____

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

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

**AND**

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

**AND**

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

_____

_____

_____

**AND**

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

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

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

STATE OF _____

COUNTY OF _____

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

_____

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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

## ATTACHMENT 15:

## STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

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

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

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

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

**Date:** 8/28/25

**Signed (*Person authorized to bind the company*):** Misty Perry

**Name (printed):** Misty Perry **Title:** President

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

**REVISED PER ADDENDUM 5, MUST USE THIS VERSION TO BE DEEMED RESPONSIVE**

| RFB NO.2025-30 CITYWIDE GENERATOR SERVICES FOR THE CITY OF NORTH PORT Use this bid schedule for submittal | BIDDER: |
|---|---|
| **Bidders are required to complete all fields in White (UNIT PRICES PREVAIL) All other fields will be automatically calculated** | |
| ********Please use this spreadsheet, Do Not Create Your Own******** | |
| **Name of Business:** | Paramount Power Inc. |
| **Contact Person:** | Alasn Scates |
| **Email Address:** | service@paramountpwr.com |
| **Authorized Signature:** | Misty Perry, President |

| Location | Type/Serial # | Monthly Svc x 12 (SP-06) | | | | Semi-Annual Svc | | Annual Svc | | 4 Hour Load Test (annually x1 or monthly x12) | | | | Total Annual Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **FACILITIES DEPARTMENT GENERATORS** | | | | | | | | | | | | | | |
| City Hall/PD<br>4970 City Hall Blvd | Kohler/ 1250KW<br>#2019043<br>(2) 2000 gallon tanks | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,155.00 | + | $760.00 | x1 | $760.00 | = | $5,515.00 |
| City Hall/PD<br>Emergency Services Generator | Kohler/ KD900 900KW<br>#3334GMKH0001<br>900 base and 3000 gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $1,352.00 | + | $760.00 | x1 | $760.00 | = | $4,712.00 |
| Parks Maint<br>5455 Pan American Blvd | Triton 18KW<br>#Q0483<br>15 gallons | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $596.00 | + | $760.00 | x1 | $760.00 | = | $3,956.00 |
| Fleet Admin<br>1100 N. Chamberlain | Cat 300KW<br>#G5A05504<br>1800 gallons | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $905.00 | + | $760.00 | x1 | $760.00 | = | $4,265.00 |
| Morgan Center<br>6207 W. Price Blvd | Baldor 950KW<br>#G5A005504<br>6000 gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $1,568.00 | + | $760.00 | x1 | $760.00 | = | $4,928.00 |
| **FIRE DEPARTMENT GENERATORS** | | | | | | | | | | | | | | |
| FR81<br>4980 City Center Blvd | Generac 97AO5356-S 100KW<br>#2037472<br>Propane | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $690.00 | + | $760.00 | x1 | $760.00 | = | $4,050.00 |
| FR82<br>5650 North Port Blvd | Onan Cummins<br>175KW<br>#H880155877<br>625 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| FR83<br>3601 E. Price Blvd | CAT 100KW<br>#CAT00C44TN<br>YE00333<br>750 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| FR84<br>1350 Citizens Pkwy | CAT 150KW<br>#CAT00C66CN<br>D01939<br>900 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| FR85<br>1308 N. Biscayne | Kohler 125KW<br>#SGM32J8SR<br>298 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| FR86<br>19950 Preto Blvd | Kohler 350 REZXD 350KW<br>34G9GMJN001<br>Natural Gas | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $765.00 | + | $760.00 | x1 | $760.00 | = | $4,125.00 |
| **UTILITIES DEPARTMENT GENERATORS** | | | | | | | | | | | | | | |
| Wastewater Treatment Plant<br>5355 Pan American Blvd | CAT 800KW<br>#7AJ01067<br>2000 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,235.00 | + | $760.00 | x1 | $760.00 | = | $5,595.00 |
| Wastewater Treatment Plant<br>5355 Pan American Blvd | CAT 1000KW<br>#2DN01729<br>2500 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,335.00 | + | $760.00 | x1 | $760.00 | = | $5,695.00 |
| MC-Water Treatment Plant<br>5755 North Port Blvd | CAT 650KW<br>#AFK00504<br>1000 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,335.00 | + | $760.00 | x1 | $760.00 | = | $5,695.00 |
| MC-Water Treatment Plant<br>5755 North Port Blvd | Cummins Onan 1250 KW<br>1201584<br>8000 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,335.00 | + | $760.00 | x1 | $760.00 | = | $5,695.00 |
| MC-Water Treatment Plant<br>5755 Sam Shapos Way<br>Process Well #2 | Kohler 100KW<br>3346GMMM0016<br>400 Gallons | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| NE Booster Station<br>1150 Nabatoff Street | Baldor 300KW<br>#F950579213<br>1000 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $835.00 | + | $760.00 | x1 | $760.00 | = | $4,195.00 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hillsborough Booster Station<br>17113 Hillsborough Blvd | Baldor 250KW<br>#13435-00306<br>470 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $835.00 | + | $760.00 | x1 | $760.00 | = | $4,195.00 |
| SW Booster Station<br>8060 Tamiami Trl. | Kohler 350KW<br>#2077923<br>500 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $835.00 | + | $760.00 | x1 | $760.00 | = | $4,195.00 |
| Utility Office<br>6644 West Price Blvd<br>Silver Trailer Mounted | John Deere 70KW<br>203751-1<br>150 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $680.00 | + | $800.00 | x12 | $9,600.00 | = | $12,880.00 |
| Utility Office<br>6644 West Price Blvd<br>Red Trailer Mounted | Baldor 130KW<br>P0603270002<br>150 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $800.00 | x12 | $9,600.00 | = | $12,923.00 |
| Lift Station # 19<br>13632 Tamiami Trail | Kohler 150KW<br>2203057L<br>495 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $800.00 | x12 | $9,600.00 | = | $12,923.00 |
| Braves Stadium Lift Station #111<br>18000 Playmore Dr | Kohler 125KW<br>SGM32NXCG<br>298 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $800.00 | x12 | $9,600.00 | = | $12,923.00 |
| Southwest Water Reclamation Facility<br>8898 South Tamiami Trail | Caterpillar 1000KW<br>JSJ03969<br>6900 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,235.00 | + | $760.00 | x1 | $760.00 | = | $5,595.00 |
| Southwest Water Reclamation Facility<br>8898 South Tamiami Trail | Caterpillar 1000KW<br>JSJ03970<br>6900 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $2,235.00 | + | $760.00 | x1 | $760.00 | = | $5,595.00 |
| Lift Station # 62<br>6400 West Price Blvd | Cummings Power 125KW<br>DGEA-5550201<br>125 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $800.00 | x12 | $9,600.00 | = | $12,923.00 |
| Southwest Water Treatment Plant<br>17961 S. River Rd.<br>Process Well #95 | Kohler 80KW<br>VGJMP0012<br>600 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| Southwest Water Treatment Plant<br>17971 S. West Villages Pkwy.<br>Process Well #92 | Kohler 150KW<br>3379GMJR0002<br>900 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| Southwest Water Treatment Plant<br>11820 Manasota Beach Road<br>Trailer Mounted | Kohler 175KW<br>337NGMJK0002<br>270 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $723.00 | + | $760.00 | x1 | $760.00 | = | $4,083.00 |
| Southwest Water Treatment Plant<br>11820 Manasota Beach Road | Kohler 2000KW<br>3393GMJN0001<br>12800 Gallon | $200.00 | x12 | $2,400.00 | + | $200.00 | + | $3,165.00 | + | $760.00 | x1 | $760.00 | = | $6,525.00 |
| | | | | | | | | | | TOTAL COST | | | | $181,767.00 |

| Hourly Rates | Hours of Operation | Per Hour |
|---|---|---|
| Hourly Rate: Monday-Friday | 8am-5pm | 125 |
| Overtime Rate: Monday-Friday | 5pm-8am | 188 |
| Emergency Rate: Sat, Sun & Holiday | 24 hours | 250 |
| Response Time: (request **2** hour response time) **YES or NO** | Yes | |
| % added to cost of materials, not to exceed 10% | | 10 |
| % added to cost of rentals, not to exceed 10% | | 10 |
| **No Fuel/Transportation/Portal to Portal Fees* | No Fees | |