

City of North Port



**SOD AND HYDROSEED-SUPPLY,
DELIVER, AND/OR INSTALL
(TERM CONTRACT)**

REQUEST FOR BID NO. 2018-36



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



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
FOR
RFB NO. 2018-36 SOD AND HYDROSEED-SUPPLY, DELIVER, AND/OR INSTALL
(TERM CONTRACT)

The City of North Port is requesting sealed bids for the procurement of sod and hydroseed on an “as required basis” to be used by the City of North Port.

BID OPENING: February 20, 2018 AT 2:00 PM, EST
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA 34286
*****All bids are date and time stamped in Purchasing Suite 337 first and then are opened in Suite 302*****

Information regarding this project may be viewed and downloaded from DemandStar’s website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; and choose purchasing from the dropdown menu; however, all addendums are posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Justin Daly, Contracts Administrator I, at 941-429-7102. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to purchasing@cityofnorthport.com. **No verbal requests will be honored.** All questions and clarifications must be submitted via e-mail or facsimile by **February 13, 2018 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: January 23, 2018
www.cityofnorthport.com
www.demandstar.com

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STATEMENT OF NON-SUBMITTAL

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

We the undersigned have declined to submit a bid on the requested service Request for Bid # **RFB NO. 2018-36**
SOD AND HYDROSEED-SUPPLY, DELIVER, AND/OR INSTALL
(TERM CONTRACT)

for the following reason(s):

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

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

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

SECTION I
INSTRUCTIONS TO BIDDERS

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

1. **DEFINITIONS:** Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.
- Addenda: a written change to a solicitation
 - Bid: any offer submitted in response to this request for Bid.
 - Bidder: One that submits a bid in response to this Request for Bid.
 - Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendum issued prior to receipt of bids.
 - City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
 - Contract: The submitted Bid Forms signed by the Vendor, together with the complete Bid solicitation and the Purchase Order(s) furnished by the City (hereinafter "contract documents"), shall constitute a binding contract. The Vendor shall be required to perform according to the contract documents.
 - Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
 - Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
 - Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
 - Solicitation: The written document requesting either bids or proposals from the marketplace.
 - Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
 - Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

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

2. INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

3. PREPARATION AND SUBMISSION OF BID FORM

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

Bid Bond: **(NOT APPLICABLE FOR THIS BID)** ~~Each bid must be accompanied by a bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all bidders after award of bid.~~

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

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

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

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

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

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

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

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

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

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

5. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder(s) who fulfill all criteria and specifications with consideration to favorable references, local preference, 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:

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

6. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

7. 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 Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

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

9. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct 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.

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

11. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination per Incoterms 2010. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected

from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

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

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

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

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

13. TERMINATION OF CONTRACT:

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

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

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

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

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

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

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

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

17. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. UNAUTHORIZED ALIEN CLAUSE: The City of North Port will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the City.

32. NON-DISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

Effective July 1, 2013: F.S. §119.0701, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

35. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the Insurance Requirements section.

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

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

A. Local Business Definition:

Preference shall be given to a "local business 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.

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

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

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

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

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

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

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

END OF SECTION I

TECHNICAL SPECIFICATIONS & CONDITIONS

TS-01 PURPOSE: It is the intent of the City of North Port to purchase sod and hydroseeding on an “as required” basis. It is the specific purpose of this bid to establish a conditional contract for the required materials, equipment, labor, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

It is the City’s intent to award to no less than two (2) bidders with the lowest rates, in ascending order. If the low bidder is unable to perform requested work due to scheduling or any other conflicts, the City will contact the next lowest bidder without penalty.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B. destination per Incoterms 2010, to include various site locations within the City of North Port, Florida. Final destinations are to be determined and provided to the Contractor by the City’s designee. The prices bid shall be used for payment and shall include payment in full for all transportation, labor, materials, consumables, and equipment used in supplying, delivering and/or installing said materials.

These prices shall be considered firm for a period of three (3) years from date of award. This bid may be extended or renewed for two (2) additional one (1) year periods, subject to Contractor’s satisfactory performance by mutual agreement, provided there are no changes in terms, conditions, and prices.

TS-03 DELIVERY: All bids will indicate the lead-time required for the established quantities to be delivered. Successful bidder(s) will be held to delivery dates. Failure to meet delivery or lead time necessitating the City of North Port to make purchases from other sources shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

All deliveries shall be made between the hours of 7:30 a.m. and 3:00 p.m. EST, Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

The successful bidder(s) shall be given 48 hours notice of order prior to required delivery date and time.

TS-04 INSTALLATION: All sod shall be placed with edges in close contact (no gaps or overlapping) and shall be firmly and smoothly embedded by tamping or rolling with appropriate tools. Sod shall be installed within 24 hours of delivery.

The contractor shall use two stakes or staples per piece with the installation of sod on sloped terrain (2:1), and/or upon request from the City of North Port. All stakes or staples shall be provided by the Contractor and approved by the City of North Port prior to use.

TS-05 SCOPE

A. ARGENTINE BAHIA, ST. AUGUSTINE (FLORATAM), Bermuda, Pursley’s Seville, and ZOYSIA

1. Sod provided shall be Argentine Bahia, St. Augustine/Floratam, Bermuda, Pursley’s Seville, or Zoysia as directed by the City of North Port. Sod shall be healthy and show signs of recent vigorous growth.
2. Usually purchases are made in truckload quantities (5,600 – 6,200 square feet); however, less than truckloads may be purchased at times.

3. Prices shall be requested delivered. Prices are requested for City unloading, Contractor unloading and/or Contractor unloading/installing at delivery point.
4. Delivery shall be required at a given job site(s) in the City of North Port. All sod requests for a specific job site given by the Public Works Department will require sod installation. Other City Departments may require sod installation and will advise the Contractor at time of order placement.
5. Pallet charge must be included on bid form page. Full credit must be given for empty pallets returned.
6. Job site delivery locations shall be within North Port City limits.

B. HYDROSEED: DELIVER AND/OR INSTALL

1. All seed shall meet the requirements of Florida Department of Agriculture and Consumer Service, all applicable State Laws, and shall be approved by the City before use. The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached clearly stating the date of harvest.
2. All quantities of seed specified shall be pure live seed. It is the responsibility of the Contractor to calculate and apply the actual pure live seed poundage based on the label attached to each bag of seed. If in the opinion of the City, Contractor over-applies the hydroseed, the City of North Port shall not be liable, or responsible for extra costs due to the excess application.
3. Bermuda grass seed shall have a minimum pure seed content of 95% with a minimum germination of 80% and Hybrid 419.
4. Annual type ryegrass shall have a minimum pure seed content of 95% with a minimum germination of 90%
5. During the months of May through September for canal slopes and travel ways, the seed mix and spread shall be a minimum of 100 lbs./acre Pensacola Bahia and 50 lbs./acre brown millet.
6. A minimum of 1,500 lbs./acre of mulch shall be applied to any seeded area.
7. Fertilizer to be applied in mixture per label or industry standard.
8. On slopes less that 4:1 roll seeding is an acceptable alternative to hydroseeding.
9. Tackifier will be required on slopes greater that 3:1.
10. A seeding assignment shall encompass a minimum of 15,000 s.f.; however a single assignment may encompass several smaller jobs within one (1) square mile to be done at the same time. Each job within assignment will consist of a minimum of 15,000 s.f. of seeding.

TS-06 ESTIMATED QUANTITIES: The exact quantities of the required sod cannot be determined at this time. The following amount(s) are given for bidder's guidance only. It is estimated that 85,000 square feet of St. Augustine (Floritam) and 700,000 Square feet of Argentine Bahia sod shall be purchased during a one (1) year period, however, No minimum amount is guaranteed or implied. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders shall be issued on an "as required" basis.

It is estimated that 17,000 pounds of hydroseed (including fertilizer and mulch) will be purchased during a one year period. No quantities are available for hydroseeding services at this time. No minimum amount is guaranteed or implied. Purchase Orders shall be issued on an "as required" basis.

TS-07 BREAKDOWN/WORKLOADS: Contractor acknowledges that should he be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the City of North Port may on an as required basis, go to the next qualified bidder without penalty to the City of North Port.

TS-08 MAINTENANCE OF TRAFFIC: The contractor shall abide by Index Number 600 of the FDOT General Information For Traffic Control Through Work Zones.

TS-09 BID BOND: NOT required. 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.

TS-10 PERFORMANCE/PAYMENT BOND: NOT required. ~~The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.~~ Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

~~In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.~~

~~Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.~~

PERFORMANCE/PAYMENT BOND REQUIREMENTS:

~~The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Section 3, Contract Documents, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The bonds will be acceptable to the City only if the following minimum conditions are met:~~

- ~~a. is licensed to do business in the State of Florida;~~
- ~~b. holds a certificate of authority authorizing it to write surety bonds in this state;~~
- ~~c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;~~
- ~~d. is otherwise in compliance with the provisions of the Florida Insurance Code; and~~
- ~~e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.~~
- ~~f. The Surety Company must have 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, with an underwriting limitation **of at least two times the dollar amount of the contract.**~~

~~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 the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.~~

~~By execution of these bonds, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.~~

TS-11 CRITERIA FOR AWARD: The City reserves the right to award this bid in whole or in part (group A, and/or B), as it deems to be in its best interest. The award shall be to the consistent lowest responsive, responsible bidder(s) for primary services and to the consistent second lowest responsive, responsible bidder(s) for back-up services and to the bidder(s) who meets and/or exceeds the requirements of the specifications and provisions set forth herein. Other considerations of award may be local business and/or North Port local business status, experience of the bidder with accounts of this size or larger, prior performance evaluations created by the City, and years in sod business.

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.

INSURANCE REQUIREMENTS

A. INSURANCE

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

i. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

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

iii. Commercial Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract. The (contractor/vendor) is solely responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract.

iv. Environmental/Pollution Liability: Not Required.
~~"Required when dealing with any substance as defined and regulated per Florida Statutes Ch. 487. (Pesticide Regulation and Safety). A Pollution Liability policy is required with minimum limits of \$100,000 each occurrence and \$300,000 general aggregate. Occurrence form is required."~~

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

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.

REQUIRED: Combined Bodily (Injury) Liability and Property Damage Liability (referred to as Combined Single Limit - CSL). Proof of valid coverage must be the original or photocopy of any one of the following:

1. Certificate of self-insurance issued by Highway Safety and Motor Vehicles, Bureau of Financial

Responsibility. (All the following proofs of insurance, 2-7, must contain the following endorsement: “As provided for in Section 320.02(5)(e), Florida Statutes, the listed insurance policy(s) or surety bond(s) may not be cancelled on less than 30 days’ written notice by the insurer to the Department of Highway Safety and Motor Vehicles, such 30 days’ notice to commence from the date notice is received by the Department.”)

2. Form E, Uniform Motor Carrier Bodily Injury and Property Damage Liability.
3. Proof of self-insurance certification with the Federal Motor Carrier Safety Administration.
4. Policy that provides the required coverage.
5. Insurance binder.
6. Certificate of insurance issued on insurance form only.
7. Depositing a surety bond with the FDOT, or a combination of a surety bond and insurance policy, which satisfies the requirements of ***Florida Statutes 320.02(5)(e)22***.

B. WAIVER OF SUBROGATION

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

C. POLICY FORM

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

ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

D. The Certificate of Insurance must include the following:

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

In the "Certificate Holder" section

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

BIDDER CHECKLIST

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

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

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

Is the Bid envelope marked accordingly: The City will receive SEALED bids at the following address and clearly marked on the outside: " REQUEST FOR BID NO. 2018-36: Sod and Hydroseed-Supply, Deliver and/or Install " and addressed to: <p style="text-align: center;">City of North Port Justin Daly, Contracts Administrator I 4970 City Hall Boulevard, Suite 337 North Port, Florida 34286</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are all the pages signed by a person who binds the Company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are References included as per page 32?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Addenda Acknowledgement (if any issued)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Non-Collusive Affidavit signed and notarized?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Drug Free Workplace Form signed? (If applicable)	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Conflict of Interest Form	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

**CITY OF NORTH PORT
REQUEST FOR BID NO. 2018-36
SOD AND HYDROSEED-SUPPLY, DELIVER, AND/OR INSTALL
(TERM CONTRACT)**

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

COMPANY: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

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

BID FORM

Name of Bidder: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Contractor License #: _____

FEID #: _____

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

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

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

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

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

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

COMPANY: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

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

GROUP "A" PRICING FOR SOD

ARGENTINE BAHIA SOD		
Truckload quantities:	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.
Less than Truckload quantities:	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.
ST. AUGUSTINE SOD (FLORATAM)		
Truckload quantities:	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.

ST. AUGUSTINE SOD (FLORATAM)		
<i>Less than Truckload quantities</i>	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.
ZOYSIA		
<i>Truckload quantities</i>	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.
<i>Less than Truckload quantities:</i>	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.
<i>Truckload quantities</i>	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.

**CITY OF NORTH PORT
REQUEST FOR BID NO. 2018-36
SOD AND HYDROSEED-SUPPLY, DELIVER, AND/OR INSTALL
(TERM CONTRACT)**

<i>Less than Truckload quantities:</i>	City Unload:	_____ cents/sq.ft.
	Bidder Unload:	_____ cents/sq.ft.
	Bidder Unload & Install:	_____ cents/sq.ft.
	Bidder Unload & Install using stakes/spikes	_____ cents/sq.ft.
	Optional: City will pick-up, Bidder Load	_____ cents/sq.ft.
Pallet charge, refundable for full credit		\$ _____ each

Lead time required for delivery: _____ calendar days

COMPANY: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

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

GROUP "B" PRICING FOR HYDROSEED:

HYDRO SEEDING		
Install Hydroseed	Delivery and Installation	_____ cents/sq.ft.
Install Hydroseed with tackifier	Delivery and Installation	_____ cents/sq.ft.
Pensacola Bahia Grass Seed 50 lb. bag	Delivery only	_____ \$/bag
Annual Rye Grass Seed 50 lb. bag	Delivery only	_____ \$/bag
Brown Top Millet Grass Seed 50 lb. bag	Delivery only	_____ \$/bag
10-10-10 Water Soluble Fertilizer 50 lb. bag	Delivery only	_____ \$/bag
6-6-6 Water Soluble Fertilizer 50 lb. bag	Delivery only	_____ \$/bag
Cotton Blend Hydro-mulch with 1% tackifier 50 lb. bale	Delivery only	_____ \$/bale
100% Wood Hydro-mulch 50 lb. bale	Delivery only	_____ \$/bale

Lead time required for delivery: _____ calendar days

COMPANY: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

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

AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____
who, being first duly sworn, deposes and says that:

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

AND

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

AND

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

AND

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

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

State of Florida
County of _____

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

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

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

AFFIDAVIT

Claiming Status as a North Port Local Business

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:
_____ who, being first duly sworn, deposes and says that:

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

AND

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

AND

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

AND

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

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

State of Florida
County of _____

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

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

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

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

1. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

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

2. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

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

3. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

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

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY
STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

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

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ Fax: _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

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

If yes, what is your document number? _____

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

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH REPLY.

PUBLIC ENTITY CRIME INFORMATION

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

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

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

SS. }
 }
 }

Before me, the undersigned authority, personally appeared:

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

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

Signed, sealed and delivered this _____ day of _____, 200____.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

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

DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

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

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Offeror's Name

Date

THIS PAGE MUST BE RETURNED IF SUBMITTING A QUOTE.

CONFLICT OF INTEREST FORM

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

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

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

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

- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

- None of The Above

PART II:

Are you going to request an advisory board member waiver?

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

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

COMPANY: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

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

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

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

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID