

City of North Port



REQUEST FOR BID NO. 2023-03
CITYWIDE GENERATOR SERVICES (ANNUAL CONTRACT)
FOR THE
CITY OF NORTH PORT



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

Notice is hereby given that the CITY of North Port will receive sealed bids from legal entities authorized to do business in Florida for:

**REQUEST FOR BID 2023-03
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(s) 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: NOVEMBER 16, 2022, AT 2:00 PM
4970 CITY HALL BOULEVARD, SUITE 337A, NORTH PORT, FLORIDA**

****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/filesshare> (go to the drop down box, select Purchasing and scroll to Project RFB No. 2023-03; 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 Geoff Thomas, Contract Administrator, 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@northportfl.gov. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **NOVEMBER 9, 2022, at 2:00 PM.**

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

PUBLISH:

www.northportfl.gov
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 Request for Bid **2023-03 GENERATOR SERVICES FOR THE CITY OF NORTH PORT** for the following reason(s):

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

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TELEPHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ **DATE:** _____

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

SECTION I

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 CONTRACTORS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. CONTRACTOR AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE CONTRACTOR REGARDLESS OF ANY LANGUAGE IN CONTRACTOR'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to CONTRACTORS 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.
- **CONTRACTOR:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **CITY:** Shall refer to CITY of North Port, a municipal corporation of the State of Florida.
- **Contract:** The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Responsible:** Refers to a CONTRACTOR 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 CONTRACTOR.
- **Solicitation:** The written document requesting either bids or proposals from the marketplace.
- **Successful CONTRACTOR:** The lowest responsive, responsible CONTRACTOR to whom CITY (on basis of CITY's evaluation) makes an award.
- **Vendor or Contractor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.

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

1. INSTRUCTIONS TO CONTRACTORS

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

B. EXAMINATION OF BID DOCUMENTS/SITE: Prior to submission of a bid form, CONTRACTORS shall carefully examine the General Terms and Conditions, 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 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTORS. Receipt by each CONTRACTOR 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 CONTRACTORS of addenda issued to the bid documents; however, it shall be the responsibility of the CONTRACTOR, 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 CONTRACTOR only if received in writing, properly signed by an officer of the CONTRACTOR, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the CONTRACTOR's bid form.

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

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

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Contractor 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 CONTRACTOR may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the CITY, or as otherwise specified. Each bid must state the name of the CONTRACTOR, the CONTRACTOR'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 CONTRACTOR. 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 CONTRACTOR's bond or Cashier's check with their bid in the amount NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the CONTRACTOR does not revoke the bid after bid opening or fails to execute any necessary additional documents. Cashier's checks will be returned to all CONTRACTORS after award of bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the CITY of North Port, Purchasing Division, 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 CONTRACTOR. All interested CONTRACTORS 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 CONTRACTOR 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 CONTRACTOR. 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's Purchasing Division 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 CONTRACTOR unopened.

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

Source of Supply and Subcontractors: CONTRACTORS are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If CONTRACTOR 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 and the total bid price of each CONTRACTOR** 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. CONTRACTORS 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 CONTRACTOR's responsibility to make arrangements for the return of the bid package at their expense.

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

4. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City. The City reserves the right to award this bid in whole or in part, or by line item, whichever is 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 CONTRACTORS:

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 CONTRACTOR 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.

The CITY reserves the right to reject the bid proposal of any CONTRACTOR who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

Award is subject to approval of CITY's budget.

5. 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.

6. 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 Contractor against factory and workmanship defects. At no expense to the CITY, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period and shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs. The special conditions of the solicitation may supersede the manufacturer's standard warranty. **Equipment to have a one (1) year warranty against defective material(s) and workmanship, which shall be inclusive in the quoted price. If any part of the equipment should fail during the warranty period, it shall be repaired/replaced/redone by the quoter at no expense to City. Warranties shall be in writing and presented at time of delivery.**

7. 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 CONTRACTOR wishes to make a substitution to the specifications, the CONTRACTOR 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.

8. 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 Contractor for items Contractor 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 Contractor shall no longer be responsible for providing those materials. A written change order shall be executed.

9. 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.

10. CONTRACT EXTENSION: The CITY has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the CITY will notify the Contractor in writing of such extension. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the CITY and the Contractor. Exercise of the above options requires the prior approval of the CITY Manager.

11. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the CITY and the Contractor 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 Contractor prior to such termination.

Termination With or Without Cause: The CITY Manager or his designee 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 Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor 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 Contractor.

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

12. PROPRIETARY OR CONFIDENTIAL INFORMATION: CONTRACTORS 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 CONTRACTOR should not submit any information in response to this solicitation which the CONTRACTOR considers proprietary or confidential. The submission of any information to the CITY in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

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

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply. CONTRACTOR must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of CITY of North Port and Sarasota County will apply to any resulting contract.

When applicable and as required by law, the CONTRACTOR 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 contained herein which shall be available and accessible at the Contractor'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 three (3) years after completion of the services.

14. CODE OF ETHICS: With respect to this bid, if any CONTRACTOR 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 CONTRACTOR may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the CITY.

15. COLLUSION: By offering a submission to this RFB, the CONTRACTOR certifies that the CONTRACTOR has not divulged to, discussed or compared his/her bid with other CONTRACTORS and has not colluded with any other CONTRACTOR or parties to this bid whatsoever. Also, CONTRACTOR 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 CONTRACTOR or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the CONTRACTOR and will not knowingly be closed by the CONTRACTOR prior to the scheduled opening directly or indirectly to any other CONTRACTOR or to any competitor; no attempt has been made or will be made by the CONTRACTOR 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 CONTRACTOR

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

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

The CITY requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the CITY in accordance with the Drug Free Workplace Act. The CITY will not disqualify any CONTRACTOR 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 CONTRACTOR who has signed the affidavit.

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

19. NON-DISCRIMINATION: The CITY of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S

§287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
See: <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. Upon request from the CITY's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to CITY following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in Contractor's possession or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@northportfl.gov.**

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

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

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

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

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

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

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

22. GOVERNING LAW, VENUE AND SERVABILITY: The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

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

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

25. SUCCESSORS AND ASSIGNS: The Contractor 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 those claims for the money due or to become due to the Contractor from the CITY under any Contract may be

assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

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

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

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

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

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

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

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

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

29. PERFORMANCE/PAYMENT BOND: ~~The successful CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, and recover from the original successful CONTRACTOR the difference in cost between the original winning bid and the next lowest responsive and responsible CONTRACTOR. A Payment and Performance Bond is not required for this work.~~

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

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

32. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful CONTRACTOR's performance. This evaluation will become public record. During the term of the Contract, the CITY may evaluate the successful CONTRACTOR's performance and shall use the "Performance Evaluation" form included herein.

33. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All CONTRACTORS 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 CONTRACTOR.

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

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

36. UNAUTHORIZED ALIEN 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.

37. 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 CONTRACTOR may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

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

A. Local Business Definition:

Preference shall be given to a “local business” in the purchase of commodities and services procured pursuant to this Section. CONTRACTORS 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR operates or performs business and where at least fifty percent (50%) of the CONTRACTOR’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 CONTRACTOR operates or performs business and where at least fifty percent (50%) of the CONTRACTOR’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 CONTRACTOR 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 CONTRACTOR’s submission being deemed non-responsive.

Any CONTRACTOR 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 CONTRACTOR who is not a local business (hereafter, non-local business CONTRACTOR) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business CONTRACTORS shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business CONTRACTOR 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 CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS 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 CONTRACTOR who matches the low bid shall receive the award. If no eligible North Port local business CONTRACTOR can match the low bid, the award shall be made to the original lowest responsive and responsible local business CONTRACTOR who matches the low bid. If no eligible local business CONTRACTOR can match the low bid, the award shall be made to the lowest responsive and responsible CONTRACTOR, 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.

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

40. DBE Contract Assurance (IF APPLICABLE): ~~The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.~~ **Not Applicable to this Request for Bid**

41. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: ~~CONTRACTOR 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. CONTRACTOR shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.~~ **Not Applicable to this Request for Bid.**

42. INSURANCE REQUIREMENTS: The successful CONTRACTOR 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.

43. CONTACT PROHIBITION: All prospective CONTRACTORS 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, CONTRACTOR'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.

44. SCRUTINIZED COMPANIES:

- A. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel: and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
 - 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and
 - 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

45. 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.

46. 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.

47. ATTORNEY'S FEES: In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

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

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

Under extraordinary market/economic conditions, price adjustments may be considered outside the aforementioned parameters of initial and renewal terms. Price adjustment requests must be presented to the CITY for consideration with detailed backup documentation supporting the request.

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

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

END OF SECTION I

SECTION II

SPECIAL PROVISIONS

SP-01 INTENT/TERM AND FORM OF CONTRACT: It is the intent of the CITY of North Port to secure the services of one or more experienced and qualified Contractor(s) 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 the date of award through including and December 1, 2023, 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.
- Additions 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 of the 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. Maintenance 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 contract.

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: office 240-8001 mobile 204-7957)					
Location	Address	Make	Model #	Serial #	Fuel Tank Size
Wastewater Treatment Plant	5355 Pan American Blvd.	Caterpillar	SR4B	2DNO1729	2500
Wastewater Treatment Plant	5356 Pan American Blvd.	Caterpillar	SR4B	7AJ01067	2000
WV Wastewater Plant	Generator 1	Caterpillar	SR5	G1F02063	6900
WV Wastewater Plant	Generator 2	Caterpillar	SR5	G1F02062	6900

Water Treatment Plant	5755 North Port Blvd	Cummins	DQGAA	1201584	8000
Water Treatment Plant	5756 North Port Blvd	Caterpillar	SR4	AFK00504	1000
NE Booster Station	1150 Nabatoff street	Cummins	300DFCB	F950579213	1000
Hillsborough Booster Station	17113 Hillsborough Blvd.	Baldor	1DLC250-JD	96229678	470
West Villages Booster	8060 Tamiami trail	Kohler	350REOZV	2077923	1000
Utility Office (admin)	6644 W Price Blvd	Generac	D35/2365-0	812257	125
Utility Office (Silver trailer)	6644 W Price Blvd	John Deere	70JD	203750	100
Utility Office (red Trailer)	6644 W Price Blvd	Baldor	TS130t	P0603270002	165
Islandwalk Lift Station	5820 Islandwalk circle	MQ Power	KD300V	WA-546543-1105	800
Gran Paridiso Lift station	12900 Renaissance Blvd	MQ Power	MOP250IV	682686-0407	499
Lift Station #19	13632 Tamiami Trail	Kohler	150REO2JD	2203057	495
Lift station #112	Braves Stadium	Kohler	125reozjg	SGM32NXCG	298

Fire Dept. Generators -

(DO NOT CONTACT DURING BIDDING: City Designee Jana White: Office 941-429-3591 Mobile: 941-628-2735)

Location	Address	Make	Model #	Serial #	Fuel Tank Size
FR81	4980 City Center Blvd	Olympia 100KW	97AO5356-S	203472	propane
FR82	5650 North Port Blvd	Onan Cummins 15KW	175DFEL326 0M	H880155877	625
FR83	3601 E. Price Blvd	Cat/100KW	D100-4	CAT00C44TNYE0 333	750
FR84	1350 Citizens Parkway	Cat/150KW	D150-8 CAT	CAT00C66CN6D019 39	900
FR85	1308 N. Biscayne	Kohler/1200	125REO2JG	SGM32J85R	298
FR86	19955 Preto Blvd	Kohler	350 REZXD	34G9GMJN0001	propane

Facilities Dept. Generators

(DO NOT CONTACT DURING BIDDING: City Designee Jana White: Office 941-429-3591 Mobile: 941-628-2735)

Location	Address	Make	Model #	Serial #	Fuel Tank Size
City Hall	4970 City Hall Blvd	Kohler 250KW	S12R-Y1PTA-2	2019043	6,000 gal
City Hall- ES Unit	4970 City Hall Blvd	Kohler	KD900		1495 gal
Parks Maint	5455 Pan American Blvd	Tritan TPYS18	1T4F	20483	< 500 gal
PW Fleet Maint	1100 N Chamberlain Blvd	Cat/300KW	60R0ZJ61	296957	1,800 gal
GMAC	1602 Kramer Way	Generac 100KW	G-M454	2037473	propane
Morgan	6207 W. Price Blvd	Kohler/54KW	ILDC800-2MV	25942	6,000 gal
PW Infrastructure & Facilities	1850 W. Price Blvd	Baldor 950 KW	GC-5	G5A005504	500 gal

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.

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.

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-09 CRITERIA FOR AWARD: The award of this bid may be in total or in part, to the lowest, responsive, responsible bidders(s), whichever is deemed to be in the best interest of the City. At their sole discretion, the City reserves the right to award by line, group of lines or in total. Other consideration of award may be local preference, experience/qualifications, client list and equipment list. Any unfavorable reference may be cause to deem a bidder non-responsive.

CITY reserves the right to reject the bid submittal of any CONTRACTOR 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.

SP-10 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 log book 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 log book used by the contractor at each facility. If the log book 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.

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

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

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE _____ **TITLE** _____

AUTHORIZED SIGNATURE DATE _____ **DATE** _____

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 #: _____	
RFB TITLE: _____	
DATE DUE: _____	
TIME DUE: _____	
SUBMITTED BY: _____	
(Name of Company)	
_____	_____
e-mail address	Telephone
Deliver to:	
City of North Port	
Finance Department - Purchasing Division	
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.

BID SCHEDULE IN EXCEL FORMAT

SEPARATE ATTACHMENT

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

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

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

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

2. Commercial Automobile Liability

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

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

- Property Damage (per accident) \$1,000,000

- a. The policy shall be endorsed to include the following **additional insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the City of North Port.

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

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

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

Workers' Compensation Employers' Liability

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

GENERAL REQUIREMENTS:

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

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

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

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed

by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

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

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

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

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

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME _____ **TITLE** _____

AUTHORIZED SIGNATURE _____ **DATE** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 5:
BID FORM**

Name of Bidder/Company Name: _____

Business Address: _____

City/State/Zip Code: _____

Bidder/Company Telephone Number: _____

E-mail Address: _____

Contractor License #: _____

FEID #: _____

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

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2023-03 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 BidForm.

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

PROJECT TOTAL: _____ \$ _____

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

Date: _____

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

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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 _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

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

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

Office Address _____

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

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

Name & Title of Firm Representative _____

Federal Identification Number: _____

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

(Please

Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

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

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

Date: _____

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

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

THIS PAGE MUST BE COMPLETED AND 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.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

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

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____

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

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

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

Date: _____

Signed (Person authorized to bind the company): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 8:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

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

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

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

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

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2023-03 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. _____
- 2. _____
- 3. _____

SUPPLIER(S)

- 1. _____
- 2. _____
- 3. _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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: _____ Years _____ Months

2. FLORIDA CONTRACT – Did you reference AT LEAST 2 OR MORE contracts with FLORIDA customers?
 Yes or No

3. FRANCHISE COMPANIES:

a) Are you the franchise OWNER:
Check One: YES NO

4. Have you enclosed written proof of ownership must be submitted with your response.
Check One: 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: 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: 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: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

Provide a detailed description of current claims or litigation with contract/project Owner:

8. Does the CONTRACTOR have previous: 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: No or Yes – If YES, complete the following:

Project Description: _____ Owner: _____

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

9. Is the CONTRACTOR currently debarred or suspended from bidding on any governmental agencies' solicitations?

Check One: 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:

- ___ 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: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

Date: _____

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

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

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

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

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

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

6. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 10:
NON-COLLUSIVE AFFIDAVIT**

State of _____

County of _____

Before me, the undersigned authority, personally appeared:

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

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

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 11:
CONFLICT OF INTEREST FORM**

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

PART I.

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

_____ (List Position Or Board)

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

Name: _____

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

Name: _____

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

Name: _____

_____ None of The Above

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

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

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

_____ N/A

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

Date: _____

Signed (Person authorized to bind the company): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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

Located at: _____

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____ E-mail: _____

State of _____

County of _____

STATE OF _____

COUNTY OF _____

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

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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

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

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

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

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

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

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

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

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

Check one:

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

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

Signature

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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 _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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

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 _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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

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).

Company Name: _____

Signature of person authorized to bind the Company: _____

Print name and title of person above: _____

Date: _____

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

ATTACHMENT 16:

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

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

Phone Number: _____ Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED)

ATTACHMENT 17:

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

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

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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

STATE OF _____
COUNTY OF _____

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

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will 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.

VENDOR: _____ (Vendor's Company Name)

_____ (Vendor signature)

_____ (Vendor's name printed)

_____ (Title)

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

Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 19:
CITY OF NORTH PORT**

BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

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

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for **(RFB NO. 2023-03)**. CITYWIDE GENERATOR SERVICES

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

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

Witness as to Principal: _____ (SEAL)
_____ (Principal)

(By)

Witness as to Surety: _____ Printed Name
_____ (SEAL)
_____ (Surety's Name)
_____ (By-As Attorney-in-Fact, Surety)

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED



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



November 15, 2022
ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-03 Citywide Generator Services (annual contract) for the City of North Port

DUE DATE ~~NOVEMBER 16, 2022, AT 2:00 P.M.~~ November 28, 2022, at 2:00 PM.

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

CLARIFICATION 1: The solicitation due date for RFB 2023-03 Citywide Generator Services (annual contract) for the City of North Port has been extended to November 28, 2022, at 2:00 PM.

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

Geoff Thomas

Geoff Thomas,
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@northportfl.gov

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



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



November 22, 2022
ADDENDUM 2

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-03 Citywide Generator Services (annual contract) for the City of North Port

DUE DATE ~~NOVEMBER 16, 2022, AT 2:00 P.M.~~ December 9, 2022, at 2:00 PM.

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

CLARIFICATION 1: The solicitation due date for RFB 2023-03 Citywide Generator Services (annual contract) for the City of North Port has been extended to December 9, 2022, at 2:00 PM.

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

Geoff Thomas

Geoff Thomas,
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: gthomas@northportfl.gov

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



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



November 28, 2022
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2023-03 Citywide Generator Services (annual contract) for the City of North Port

DUE DATE ~~NOVEMBER 16, 2022, AT 2:00 P.M.~~ December 9, 2022, at 2:00 PM.

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

CLARIFICATION 1: Please see the updates below to the equipment list/description on pages 20-23 in the solicitation for RFB 2023-03 Citywide Generator Services for the City of North Port. Strikethroughs represent the item has been removed and underlined line items represent added information.

Utilities Dept. Generators- (DO NOT CONTACT DURING BIDDING: City Designee Mike Vuolo Office: office 240-8001 mobile 204-7957)					
Location	Address	Make	Model #	Serial #	Fuel Tank Size
Wastewater Treatment Plant	5355 Pan American Blvd.	Caterpillar	SR4B	2DNO1729	2500
Wastewater Treatment Plant	5356 Pan American Blvd.	Caterpillar	SR4B	7AJ01067	2000
WV Wastewater Plant	Generator 1	Caterpillar	SR5	G1F02063	6900
WV Wastewater Plant	Generator 2	Caterpillar	SR5	G1F02062	6900
Water Treatment Plant	5755 North Port Blvd	Cummins	DQGAA	1201584	8000
Water Treatment Plant	5756 North Port Blvd	Caterpillar	SR4	AFK00504	1000

WV Water Plant	<u>11820 Manasota Beach Rd</u>	Kohler			<u>500</u>
WV Water Plant	<u>11820 Manasota Beach Rd</u>	Kohler			<u>500</u>
NE Booster Station	1150 Nabatoff street	Cummins	300DFCB	F950579213	1000
Hillsborough Booster Station	17113 Hillsborough Blvd.	Baldor	1DLC250-JD	96229678	470
West Villages Booster	8060 Tamiami trail	Kohler	350REOZV	2077923	1000
Utility Office (admin) (Our new building will have a generator but not sure type or kind at this point)	6644 W Price Blvd	Generac	D35/2365-0	812257	125
Utility Office (Silver trailer)	6644 W Price Blvd	John Deere	70JD	203750	100
Utility Office (red Trailer)	6644 W Price Blvd	Baldor	TS130t	P0603270002	165
Islandwalk Lift Station	5820 Islandwalk circle	MQ Power	KD300V	WA-546543-1105	800
Gran Paradiso Lift Station	12900 Renaissance Blvd	MQ Power	MOP250IV	682686-0407	499
Lift Station #19	13632 Tamiami Trail	Kohler	150REO2JD	2203057	495
Lift station #111	Braves Stadium	Kohler	125reozjg	SGM32NXCG	298
<u>Lift station #62</u>	<u>6400 West Price Blvd</u>	<u>Cummings Power</u>	<u>B020332130</u>	<u>DGEA-5550201</u>	<u>125</u>

Fire Dept. Generators –

(DO NOT CONTACT DURING BIDDING: City Designee Jana White: Office 941-429-3591 Mobile: 941-628-2735)

Location	Address	Make	Model #	Serial #	Fuel Tank Size
FR81 (Currently <u>Non-operable due to Hurricane Ian and will be replaced at a future date with the same type criteria. Please provide pricing on bid schedule.</u>)	4980 City Center Blvd	Olympia 100KW	97AO5356-S	203472	propane
FR82	5650 North Port Blvd	Onan Cummins	175DFEL326 0M	H880155877	625

		15KW			
FR83	3601 E. Price Blvd	Cat/100KW	D100-4	CAT00C44TNY EO 333	750
FR84	1350 Citizens Parkway	Cat/150KW	D150-8 CAT	CAT00C66CN6 D01939	900
FR85	1308 N. Biscayne	Kohler/1200	125REO2JG	SGM32J85R	298
FR86	19955 Preto Blvd	Kohler	350 REZXD	34G9GMJN000 1	propa ne
Facilities Dept. Generators (DO NOT CONTACT DURING BIDDING: City Designee Jana White: Office 941-429-3591 Mobile: 941-628-2735)					
Location	Address	Make	Model #	Serial #	Fuel Tank Size
City Hall	4970 City Hall Blvd	Kohler <u>1250KW</u>	S12R-Y1PTA-2	2019043	<u>(2)</u> <u>2,000</u> <u>gal</u>
City Hall- ES Unit	4970 City Hall Blvd	Kohler	KD900		1495 gal
Parks Maint	5455 Pan American Blvd	Tritan TPYS18	1T4F	20483	<u>15 gal</u>
PW Fleet Maint	1100 N Chamberlain Blvd	Cat/300KW	60R0ZJ61	296957	1,800 gal
<u>GMAC</u> <u>(Currently non-operable</u> <u>due to Hurricane Ian and</u> <u>will be replaced at a</u> <u>future date with the same</u> <u>type criteria. Please</u> <u>provide pricing on bid</u> <u>schedule.)</u>	1602 Kramer Way	Generac 100KW	G-M454	2037473	propa ne
Morgan	6207 W. Price Blvd	<u>Baldor 950</u> <u>KW</u>	<u>GC-5</u>	<u>G5A005504</u>	<u>500</u> <u>gal</u>
PW Infrastructure & Facilities	1850 W. Price Blvd	<u>Kohler/54KW</u>	<u>ILDC800-2MV</u>	<u>25942</u>	<u>6,000</u> <u>gal</u>

CLARIFICATION 2: Please see Revised bid schedule for RFB 2023-03 Citywide Generator Services for the City of North Port. Strike throughs represent that the line item has been removed and no pricing is necessary. Underlined line items represent added information.

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End of Addendum No. 3