

# City of North Port



## **BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES**

### **REQUEST FOR BID NO. 2019-56**



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



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS FOR**

**RFB NO. 2019-56 BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES**

The City of North Port is requesting sealed bids for to secure the services of a professional, licensed, and qualified Contractor(s) capable of providing backflow installation, testing, and repair/replacement services on an "as needed basis".

**BID OPENING: FEBRUARY 26, 2019 AT 2:00 PM**

**4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA 34286**

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

**NON-MANDATORY PRE-BID MEETING: FEBRUARY 08, 2019 AT 10:00AM**

**4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA**

All potential Bidders are recommended to attend the non-mandatory pre-bid meeting. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents.

Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the city website at [www.cityofnorthport.com](http://www.cityofnorthport.com). Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; and choose purchasing from the dropdown menu; however, all addendums are posted on [www.demandstar.com](http://www.demandstar.com). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Justin Daly, Contract Administrator I, at 941-429-7102. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com). **No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by FEBRUARY 19, 2019 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: FEBRUARY 01, 2019**

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

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

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**ATTACHMENTS:**

    A. Installation Diagrams, (1 page) .....53

    B. Cross Connection Control Manual 2018, (22 pages including cover page)

**STATEMENT OF NON-SUBMITTAL**

If you **do not** intend to submit a bid on these goods and/or service, please return this form to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com) or fax to 941.429.7173.

We the undersigned have declined to submit a bid on the requested service Request for Bid # **RFB NO. 2019-56 BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES** for the following reason(s):

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

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Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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



## SECTION I INSTRUCTIONS TO BIDDERS

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

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1. **DEFINITIONS:** Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addendum/Addenda: a written change, addition, alteration, correction, or revision to a bid, proposal, or contract document. Commonly, the name given to the document used to revise a solicitation. Addendum/addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the project.
- Bid: any offer submitted in response to this request for Bid.
- Bidder: A person or an entity that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, Drawings, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendum issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The Agreement to perform the services set forth in this solicitation. The submitted Bid Forms signed by the Vendor, together with the complete Bid solicitation and the Purchase Order(s) furnished by the City (hereinafter "contract documents"), shall constitute a binding contract. The Vendor shall be required to perform according to the contract documents.
- Responsible: Refers to a bidder that has the capacity and capability in all respects to perform the work required under a Request for Bid, and is otherwise eligible for award. A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid. A bid or proposal that fully conforms in all material respects to the Request for Bid and all of its requirements, including all form and substance.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

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

## 2. INSTRUCTIONS TO BIDDERS

- A. QUALIFICATIONS OF BIDDER:** It is the City’s intent to award this Contract to one (1) or more bidder(s), qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.
- B. EXAMINATION OF BID DOCUMENTS/SITE:** Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, Insurance Requirements and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

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

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

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

- C. DEMANDSTAR:** The City of North Port utilizes DemandStar for compiling an automated vendor list. The list categorizes each vendor or contractor by commodity codes for the specific goods or services which they have selected. DemandStar generally charges a fee to its members for their services. **Interested parties may receive free notification(s) solely for the City of North Port’s solicitation documents. For further assistance contact 1-800-711-1712.**
- D. CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify

all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

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

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

- F. NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City's Purchasing Division.
- G. CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.
- H. PROMPT PAYMENT:** The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services. The Contractor's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

### 3. PREPARATION AND SUBMISSION OF BID FORM

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

**Bid Bond:** **NOT required.**

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

**OR**

**Letter of Bondability:** **NOT required.** ~~This bid does not require a Bid Bond, however the Bidder must submit~~

~~with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor's bid under \$500,000.00, and A (Excellent) or better if Contractor's bid is over \$500,000.00.~~

~~If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.~~

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

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

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

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

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

**Bid Guarantee:** The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of one hundred twenty (120) days after the opening of the bids.

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

**Equipment List:** Bidders are to complete the attached Equipment List form. The form must be completed and included with the bid form. This form shall list the major equipment, inclusive of manufacturer, year and condition to be used in the performance of the services specified herein. This list is for major equipment such as cranes, bucket trucks, scissor lifts, etc. and is not to be used for hand tools and standard trucks.

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

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

**4. CITY RIGHTS:**

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

**5. AWARD OF BID:**

**(See the Technical Specifications and Conditions for project specific details).** The award shall be let to the lowest responsive, responsible bidder or bidders who fulfill all criteria and specifications with consideration to favorable references, local preference, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City reserves the right to award this bid in whole or in part, or by line item as it deems to be in its best interest. Other considerations of award may be references, experience of the bidder with accounts of this size or larger, prior performance evaluations created by the City, and number of years in business.

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

It is expressly understood by the City and the Contractor that award of the Contract is contingent upon appropriation of funds by the City Commissioners.

**6. ARITHMETIC DISCREPANCIES:**

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

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

**7. BID TABULATIONS:**

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

**8. FORM OF CONTRACT:**

The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the City and a purchase order, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to

Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**9. NOTICE TO PROCEED/DELIVERY:**

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

**10. WARRANTY:**

All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special provisions of this solicitation may supersede the manufacturer's standard warranty.

**11. DESCRIPTIVE INFORMATION:**

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

**12. TAXES/FREIGHT:**

The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

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

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

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

**13. CONTINUATION OF WORK:**

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

**14. TERMINATION OF CONTRACT:**

The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year 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.
- B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the 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.
- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.
- E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
  - 1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
  - 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  - 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
  - 4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and

material and equipment suppliers;

5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by the Contractor;
7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.
9. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Contract, and are not waived by final payment and/or acceptance.

- F. Termination with or without Cause. The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. The Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to the Contractor for services that have not been performed or that are performed subsequent to the termination date.
- G. Should a Contractor not attend a coordination meeting; refuse any assigned work under this contract; fail to adhere to the terms and conditions herein; fail to provide the proper paperwork within the timelines provided herein 3 (three) times; or if the City receives 3 (three) valid customer complaints, the City reserves the right to immediately terminate the contract.

#### **15. PROPRIETARY OR CONFIDENTIAL INFORMATION:**

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



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

**17. CODE OF ETHICS:**

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

**18. COLLUSION:**

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

**19. 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.

**20. DRUG FREE WORKPLACE PREFERENCE:**

The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace. The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

**21. FORCE MAJEURE:**

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

**22. GOVERNING LAWS:**

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

**23. SUBCONTRACTING:**

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

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

**26. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:**

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

**27. TRUTH-IN-NEGOTIATIONS CERTIFICATE:**

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

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

**28. GRANT FUNDING (IF APPLICABLE):**

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

**29. STATE REGISTRATION REQUIREMENTS:**

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

**30. PERFORMANCE EVALUATION:**

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

**31. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:**

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

**32. NONEXCLUSIVE CONTRACT:**

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

**33. AUDIT:**

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

**34. 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.

**35. 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.

**36. EQUAL EMPLOYMENT OPPORTUNITY:**

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

**37. 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.

**38. 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.

**39. 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: [kpeto@cityofnorthport.com](mailto:kpeto@cityofnorthport.com).**
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.

**40. INSURANCE REQUIREMENTS:**

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

**41. CONTACT PROHIBITION:**

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

**42. LOCAL PREFERENCE:**

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

**A. Local Business Definition:**

Preference shall be given to a "local business or North Port local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status

as a local business. Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

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

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

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

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

**B. Local Price Match Option:**

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

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

**43. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:**

Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal

of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

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

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

- (b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:
  - 1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
  - 2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
  - 3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

#### **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. REFERENCES:**

Contractor shall submit a minimum of three (3) recent (within the past three (3) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references.

**46. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT (NOT APPLICABLE TO THIS RFB):** Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

**END OF SECTION I**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SECTION II TO FOLLOW.**



## SECTION II SPECIAL PROVISIONS

### 1. INTENT:

It is the intent of the City of North Port, Florida, to select a pool of qualified, licensed plumbing contractors to provide Florida Department of Environmental Protection- mandated backflow prevention assembly services to properties at locations as identified by the City of North Port Utility Operations Staff. Installation, testing, repair and replacements must be performed by a Licensed Plumbing Contractor and certification must be performed by a Licensed Plumber who is a Certified Backflow Prevention Assembly Tester. All goods and services provided by the Contractor(s) shall be in accordance with the Installation Diagrams and the City of North Port Cross-Connection Control Manual dated 2018 or as amended (Attachments A and B respectively). The City anticipates the pool of plumbing contractors to provide the following services:

- 1.1 Installation of approved potable water backflow prevention assemblies shall be in accordance with the Florida Building Code, and City Code, Chapter 78, Article V as may be amended, as well as ASSE/USC/AWWA/ASME compliant. Piping products must consist of copper or lead-free brass materials.
- 1.2 Repair or replacement of backflow prevention assemblies in accordance with the Florida Building Code, and City Code, Chapter 78 Article V, as may be amended.
- 1.3 Certification of backflow prevention assemblies utilizing City approved testing methods and equipment.
- 1.4 Participation in all coordination meetings scheduled by the City is mandatory.
- 1.5 All customers shall be treated with the utmost respect and given the superior customer service they have come to expect from the City.

Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, equipment, chemicals, consumables, and all other work needed to complete the services as described in the Technical Specifications. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary. All work for this project shall be performed during regular business hours, unless otherwise noted in the specifications. A regular workday shall be considered a maximum of ten (10) hours duration.

*Quality of Work:* The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the City.

### 2. WARRANTY:

The Contractor shall provide a full warranty for all labor and equipment installed in conjunction with installations, repairs, and replacements for a period of one (1) year from the date the work is completed. Any faulty installations, repairs or replacements will be fully corrected at no cost to the City or property owner. This will not release additional warranties required by other sections or provided by individual suppliers. The making and acceptance of payments shall not waive any claim for faulty repairs appearing after payment or for failure to adhere strictly to the contract documents. The product warranties shall be in favor of and provided to the property owner.

**3. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:**

The existence and location of underground utilities are not guaranteed and shall be investigated and verified in the field by the Contractor before performing work. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation.

**4. COMPLIANCE:**

Contractors selected to participate in the pool must adhere to these General Provisions of the request for bid. Should a Contractor not attend a coordination meeting; refuse any assigned work under this contract; fail to adhere to the terms and conditions herein; fail to provide the proper paperwork within the timelines provided herein 3 (three) times; or if the City receives 3 (three) valid customer complaints, the City reserves the right to immediately terminate the contract.

**5. PROSECUTION AND PROGRESS**

**5.1. Subletting or Assigning of Contracts:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, Title, or interest therein, without written consent of the City.

**5.2. Provisions for Convenience of Public:** The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses for residences.

**6. CONTROL OF THE WORK AND MATERIALS**

**6.1 Authority of the City:** All work shall be done under the supervision of the City or the City's representative and performed to its satisfaction. It is agreed by the parties hereto that the City shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or by reason of the Contract.

**6.2 City's Status:** The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative shall determine the quality and acceptability of workmanship relative to the requirements of the Technical Specifications.

**The City Manager or his Designee has the authority to:**

- Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- Reject all work that does not conform to the Contract.
- Resolve questions that arise in the execution of the work.

**The City's Representative has the authority to:**

- Reject all work that does not conform to the Contract.
- Resolve questions that arise in the execution of the work.

**6.3 Suspension of Work:** The City may at any time suspend work by giving ten (10) calendar days' notice to the Contractor in writing. The City shall reimburse the Contractor for expenses incurred by the

Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the City does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

**6.4 The City's Right to do Work:** If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

**6.5 The City's Right to Terminate Contract:** If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contractor or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Contractor should be adjudged a bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Contractor's default.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

**6.6 Contractor's Understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

**6.7 Permits and Regulations:** Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor and paid for by the property owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing

on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

**6.8 Protection of Work and Property:** The Contractor shall protect the City's property from injury or loss arising in connection with this Contract. The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

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

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

- By estimate and acceptance in a lump sum.
- By unit prices named in the Contract or subsequently agreed upon.

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

**6.10 Deductions for Uncorrected Work:** If the City deems it inexpedient to correct work done not in accordance with the Contract, equitable deductions from the Contract price shall be made thereof.

**6.11 Delays and Extension of Time:** If the Contractor should be delayed at any time in the progress of work by any act of neglect of the City or of its employees or by any other Contractor employed by the City, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. However, no time delay shall be allowed if judged by the City to be caused by the Contractor's negligence.

**6.12 Payments Withheld:** The City may withhold payment to the Contractor from loss on account of:

- Defective Work not remedied
- Claims filed or evidence indicating probable filing of claims
- Failure of the Contractor to make payment properly to Subcontractors or for material/labor
- Damage to another Contractor
- When the above grounds are removed, payment shall be made for amounts withheld because of them.

**6.13 Damages:** Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.

**6.14 Assignment:** Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City.

**6.15 Right of Various Interests:** Before work being done by the City's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City before such commencement, to secure the completion of the various portions of the work in general harmony.

**6.16 Separate Contracts:** The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors, work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

**6.17 Cleaning Up:** The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

**6.18 Accidents:** The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone

against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

**6.19 Codes and Laws:** The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

**6.20 Traffic Control:** ~~**Not Applicable to this RFB.** The Contractor shall comply with the "Manual on Uniform Traffic Control and Devices" and maintain safe conditions at all times. The Contractor shall abide by Index Number 600 of the FDOT General Information for Traffic Control Through Work Zones (2016). Contractor shall diligently ensure the safety for pedestrians, vehicles, and the working crew.~~

**6.21 Report of Differing Conditions:** If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion.

## END OF SECTION II

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### SECTION III TECHNICAL SPECIFICATIONS & CONDITIONS

#### **TS-01 BACKGROUND:**

The City of North Port approved Ordinance 08-19 on September 22, 2008, which establishes and enforces the Backflow/Cross-Connection Program in order to protect the City's potable water distribution system from harmful contaminants.

#### **TS-02 BID PRICES/TERMS OF CONTRACT:**

The prices shall be considered firm from the date of award through and including **February 28, 2022, the "Initial Term"**. This bid may be extended or renewed for two (2) additional one (1) year periods, subject to Contractor's satisfactory performance by mutual agreement, provided there are no changes in terms and conditions.

#### **TS-03 SCOPE OF SERVICES:**

This scope of services is a general guide to the work the City expects to be performed by the Contractor(s), and is not a complete listing of all services that may be required or desired. All goods and services provided by the Contractor(s) shall be in accordance with the Installation Diagrams and the City of North Port Cross-Connection Control Manual dated 2018 or as amended (Attachments A and B respectively).

##### **A. Installation:**

In September 2018, Ordinance 2018-34 was approved, which amended Program requirements to allow the installation of underground dual check devices depending upon the degree of hazard. This change permits customers to change their existing testable device to a non-testable dual check device if the appropriate degree of hazard exists. Where non-testable dual check devices are installed, they must be replaced every five (5) years. Installation of all backflow prevention assemblies must be performed by a Licensed Plumber and certification of the device must be performed by a Licensed Plumber who is a Certified Backflow Assembly Tester. Selected plumbing contractors will provide Florida Department of Environmental Protection mandated backflow prevention assembly installation services to properties identified by the City of North Port Utilities Operations Staff.

The project does not include any work that may need to be performed on customer- owned piping between the water meter and the structure. Payment for additional work will be the sole responsibility of the property owner.

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

##### **B. Testing and Repair/Replacement:**

There are over 13,000 existing residential backflow prevention assemblies in the City's utility system. The customer owned backflow prevention assemblies must be inspected biennially in order to ensure the backflow prevention assemblies are operating according to manufacturer's specifications and to meet State rule requirements. Residential customers of the City are given the option of requesting the City to be their agent for this testing requirement. Selected Contractors will provide Florida Department of Environmental Protection mandated backflow prevention assembly testing and/or repair or replacement services to residential customer owned backflow assemblies as assigned by the City of North Port Utilities Operations Staff. Testing must be performed by a Licensed Plumber who is a Certified Backflow Assembly Tester. Repair and/or replacement must be performed by a Licensed Plumbing Contractor.

**TS-04 PROJECT REQUIREMENTS:**

All plumbing contractors shall be required to perform all assigned work, whether said work is new installation, testing or repair/replacement, in accordance with the terms and conditions of the contract and the bid documents.

- A. *Installation:*** Plumbing contractor shall install and certify potable water backflow prevention assemblies utilizing City approved materials, methods and equipment for the properties indicated by the City. The installation shall be in accordance with the City of North Port Backflow Ordinance and the City's Cross Connection Control Manual, technical plans and specifications incorporated herein. Piping products must consist of copper or lead-free brass materials. A building permit is required for all installations.

Maximum response time for all urgent repair calls from the City under this contract shall be a phone call back to the City within 30 (thirty) minutes with physical response to location for repair within 2 (two) hours. Customers shall be contacted immediately with an estimated time of arrival to perform necessary repairs. This shall apply 24 hours per day, seven days per week.

The Contractor's participation in all coordination meetings scheduled by the City is mandatory.

All Contractors shall contact customers with notification of installation date prior to installation. In the event that contact cannot be made, the Contractor shall provide notification of unsuccessful attempts to City prior to performing installation.

- B. *Testing & Repair/Replacement:*** Testing of potable water backflow prevention assemblies utilizing City approved testing methods and equipment for the City issued list of addresses.

Repair of backflow prevention assemblies upon City request, shall be in accordance with the Florida Building Code, City Ordinance 08-19 and City Code, Chapter 78, Article V as may be amended. Replacement of testable double check backflow prevention assemblies upon City request shall be in accordance with the City of North Port Backflow Ordinance and the City's technical plans and specifications incorporated herein. Piping products must consist of copper or lead-free brass materials. A building permit is required for all replacements.

Maximum response time for all urgent repair calls from the City under this contract shall be a phone call back to the City within thirty (30) minutes with physical response to location for repair within (two) 2 hours. Customers shall be contacted immediately with an estimated time of arrival to perform necessary repairs. This shall apply 24 hours per day, seven days per week.

The Contractor's participation in all coordination meetings scheduled by the City is mandatory.

All Contractors shall contact customers with notification of repair or replacement date prior to performing work. In the event that contact cannot be made, the Contractor shall provide notification of unsuccessful attempts to City prior to performing repairs or replacement.

**TS-05 DELIVERABLES BY CONTRACTOR:**

- A. *Installation:*** For each of the addresses requested by the City to have an approved backflow prevention assembly device installed, the selected Contractor will complete, in full, the necessary paperwork in compliance with Florida Department of Environmental Protection guidelines and submit a copy to the City of North Port Utilities Department indicating the device has been installed and certified. North Port Utilities will assign specific addresses for installation to each Contractor. Paperwork submitted to



the City must be e-mailed, mailed or hand delivered, fax is not acceptable. The paperwork for each installation and certification must be submitted to the Utilities Department no more than thirty (30) days after the recorded date the specific address was assigned to the selected Contractor.

Installation of a backflow device will require a building permit application.

Failure to provide necessary paperwork within specified time period will halt further assignments to that Contractor until all assigned work has been completed satisfactorily and proper paperwork has been submitted to the Department. Further, failure to comply with deadlines could result in a redistribution of scheduled assignments to other Contractors within the pool.

- B. Testing & Repair/Replacement:** For each of the addresses requested by the City to have a biennial backflow prevention assembly test, the selected Contractor will complete, in full, the necessary paperwork in compliance with Florida Department of Environmental Protection guidelines and submit a copy to the City of North Port Utilities Department indicating passing or failure of the device. North Port Utilities will assign specific addresses for testing to each Contractor. Paperwork submitted to the City must be e-mailed, mailed or hand delivered, fax is not acceptable. The paperwork for each biennial testing must be submitted to the Utilities Department no more than thirty (30) days after the recorded date the specific address was assigned to the selected Contractor.

If a repair or replacement is required as reported by a Contractor for a testable device, or per the five year replacement requirement for dual check devices, and requested by the City, the Contractor will complete, in full, the necessary paperwork in compliance with Florida Department of Environmental Protection guidelines and submit a copy to the City of North Port Utilities Department within thirty (30) days after the recorded date the specific address was assigned to the selected Contractor. Paperwork submitted to the City must be e-mailed, mailed or hand delivered, fax is not acceptable.

Replacing a backflow device will require a building permit application.

Failure to provide necessary paperwork within specified time period will halt further assignments to that Contractor until all assigned work has been completed satisfactorily and proper paperwork has been submitted to the Department. Further, failure to comply with deadlines could result in a redistribution of scheduled assignments to other Contractors within the pool.

- C. Invoices:** All Contractors shall follow the City of North Port Utilities Department's required invoice format.

**TS-06 ADDITIONAL REQUIREMENTS:**

Contractor shall provide three (3) references for whom similar or comparable services have been performed, and submit the following with bid:

- 1.1 Current FWPCOA or TREEO Backflow Prevention Assembly Tester Certifications for all contractor personnel performing work under the scope of this contract
- 1.2 Current Test Kit Calibration Certificate
- 1.3 Current State of Florida Plumbing License

**TS-07 INTENT OF AWARD:**

The City anticipates entering into contracts with multiple Contractors who express a desire to be included in the pool of available contractors. The contracted pricing will be inclusive of any applicable sales tax; therefore, any resulting sales tax is the sole responsibility of the service provider and will be remitted by the service provider. The Bidder understands that this RFB does not constitute an agreement or a contract with the Bidder. A bid is not binding until bids are reviewed and accepted by the North Port City Commission and both parties execute a contract.

- 1.1 This is a multi-award bid and may be awarded to multiple firms/contractors who meet the low bid as specified in the award criteria herein. Bidders are also responsible for total compliance with all other pertinent factors relating to this total bid package.
- 1.2 The awarded contracts will form a pool of Contractors that will be utilized simultaneously with work assignments distributed evenly among the firms.
- 1.3 At no time will any repair work arising from a failed test be assigned to the plumber who performed the original failed testing, such repair work will be distributed to a different Contractor from the pool.
- 1.4 The project consists of performing Florida Department of Environmental Protection mandated installation, testing, repairs, and replacements of backflow prevention assembly at locations as identified by the City of North Port Utility Operations staff; furnishing all material, equipment, and labor.
- 1.5 **Additional Award Criteria:** The City anticipates the award of up to five (5) separate contracts. The Contract prices for each contract shall be the same and shall be based on the lowest bid(s) of the lowest responsible and responsive bidder(s) (hereinafter the "lowest bid") for each of the line items within each of the categories of services: Residential Test, Residential Installation, Residential Replacement, Repairs – Reduce Pressure Zone Devices, Repairs – Double Check Devices.

The first contract shall be awarded to the lowest responsible and responsive bidder, subject to the application of local preference, based upon the summation of all line item prices bid, and who accepts all the lowest line item prices within each category which are bid by all responsive responsible bidders.

After the first contract is awarded, the next lowest responsive and responsible bidder, who shall be determined by adding up all line items and selecting the responsive and responsible bidder who has the lowest total, shall have the opportunity to match the lowest bid price for each line item. If that bidder matches the lowest bid they are awarded the next contract, subject to the application of local preference. If they choose not to match the lowest bid prices, they will not receive a contract, their bid amounts will not be considered, and the next lowest responsive and responsible bidder will be given that same opportunity to match the lowest pricing, subject to local preference. This process is repeated for the remaining contracts, until all contracts are awarded. If five (5) bidders willing to meet the lowest bid cannot be found, then the City may divide the work among fewer than five (5) contractors. The new lowest amount for the service line item shall be the starting point for the other bidders to accept (even if they would have accepted the original lowest amount).

**TS-08 PRICE ADJUSTMENT:**

The Contractor may submit requests for price increases annually for any subsequent one-year term(s). Any price increase request will require a sixty (60) day written notice from Contractor to the City for approval. If the price adjustment request

is for an increase, and the request is not submitted within this sixty-day timeframe, the Contractor will not be entitled to a price increase for the upcoming year.

Any price changes for the subsequent one-year term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of July, Producer Price Index (PPI) Industry Series PCU23822X23822X, Plumbing, heating and air-conditioning contractors, nonresidential building work, not seasonally adjusted, with a base date of 200712.

The City reserves the right to evaluate all requested pricing increases to determine if they are appropriate and reasonable. Should the City and Contractor not mutually agree to a price increase, then the City may terminate the contract with written notice to Contractor. The Contractor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of price increase. The Contractor must also furnish a written statement which states that the increase represents the cost of the service 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.

#### **TS-09 ESTIMATED QUANTITIES:**

The exact quantities of the required work cannot be determined at this time. The following amount(s) are given for bidder's guidance only. No minimum amount is guaranteed or implied. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders shall be issued on an "as required" basis.

#### **TS-10 BREAKDOWN/WORKLOADS:**

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

#### **TS-11 BID BOND:**

##### **NOT required.**

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

#### **TS-12 PERFORMANCE/PAYMENT BOND:**

##### **NOT required.**

~~The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.~~

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

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

**PERFORMANCE/PAYMENT BOND REQUIREMENTS:**

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

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.
- f. The Surety Company must have a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation **of at least two times the dollar amount of the contract.**

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

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

**TS-13 DEVICES**

The City of North Port has over 14,500 testable residential backflow devices throughout the City. Below is an approximate breakdown of manufacturer and type of device.

Manufacturer	Double Check	Reduced Pressure Zone	Other
Appollo	0	2377	
Appollo/Conbraco	2866	108	
Wilkins	5657	2100	
Watts	766	373	
Other Devices	6	6	521

END OF SECTION III

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## SECTION IV INSURANCE REQUIREMENTS

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

- i. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- ii. Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 damage to rented premises.
- iii. Commercial Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

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

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

10. The Certificate of Insurance must include the following:

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

In the "Certificate Holder" section

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

*Applicants / 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.*

#### **END OF SECTION IV**

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### BIDDER CHECKLIST

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

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

**RETURN ONE (1) ORIGINAL AND ONE (1) COPY OF ALL BID DOCUMENTS.**

Contractor has reviewed all the insurance requirements and is able to meet requirements and provide Insurance certificate(s) to the City within ten (10) days of contract award.	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are all the pages signed by a person who binds the Company?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Bid Form and Pricing is Completed in its Entirety?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Addenda Acknowledgement (if any issued)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked	<input type="checkbox"/> YES <input type="checkbox"/> NO
Indemnification Agreement has been signed?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Equipment List has been completed?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Source of Supply and Subcontractor Form has been completed?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are References included as required?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Statement of Organization has been completed and notarized?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>Proof that the company is authorized to do business in the State of Florida: Registration Certificate from the Florida Department of State, Division of Corporations, establishing your company as eligible to conduct business in the State of Florida has been attached?</p> <p>Please refer to website <a href="http://www.sunbiz.org">www.sunbiz.org</a>.)</p> <p>Note: Bidder must submit proof that their firm name is registered with their State of origin if not a Florida company.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
Current FWPCOA or TREEO Backflow Prevention Assembly Tester Certification is Attached?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Current Test Kit Calibration Certificate is Attached?	<input type="checkbox"/> YES <input type="checkbox"/> NO



State of Florida Plumbing License is Attached?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Public Entity Crime Information Form signed and notarized?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Non-Collusive Affidavit signed and notarized?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Conflict of Interest Form completed?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Lobbying Certification completed and notarized?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Scrutinized Company Affidavit and Certification?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Drug Free Workplace Form signed? (If applicable)	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Local Business or North Port Local Business Affidavit has been completed (if applicable)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the Bid envelope marked accordingly? The City will receive <b>SEALED</b> bids at the following address and clearly marked on the outside as follows:  <p style="text-align: center;"><b>"REQUEST FOR BID NO. 2019-56: BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES"</b>  City of North Port  Justin Daly, Contracts Administrator I  4970 City Hall Boulevard, Suite 337  North Port, Florida 34286</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

NAME/TITLE OF PERSON AUTHORIZED TO BIND: \_\_\_\_\_

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

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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, FORMS TO FOLLOW.**

**BID FORM**

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

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

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

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

Contractor License #: \_\_\_\_\_

FEID #: \_\_\_\_\_

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

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

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NAME/TITLE OF PERSON AUTHORIZED TO BIND: \_\_\_\_\_

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

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

*RETURN ONE (1) ORIGINAL AND ONE (1) COPY*  
**THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A BID.**

**BID FORM CONTINUED**

Category #	Line Item #	Service	Price
1	1	<b>Residential Test:</b>	\$ _____
2	2	<b>Residential Installation:</b>	
	3	Double Check Device	\$ _____
	4	Reduced Pressure Zone (RPZ) Device	\$ _____
3	5	Dual Check Device	\$ _____
	6	Residential Replacement:	
	7	Double Check Device	\$ _____
4	8	Reduced Pressure Zone (RPZ) Device	\$ _____
	9	Dual Check Device	\$ _____
	10	Repairs - Reduced Pressure Zone Devices:	
5	11	Check Valve 1	\$ _____
	12	Check Valve 2	\$ _____
	13	Relief Valve	\$ _____

\*In order to be deemed responsive the Bidder must provide a firm price for all line items within each category above. Bids must be submitted on this Bid Form and be filled in legibly and correctly in ink.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO FOLLOW

**BID FORM CONTINUED**

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

NAME/TITLE OF PERSON AUTHORIZED TO BIND: \_\_\_\_\_

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

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

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

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

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

NOTARY SEAL:

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

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

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

**RETURN ONE (1) ORIGINAL AND ONE (1) COPY**  
**THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A BID.**

**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 the following address: City of North Port Utilities, 6644 W. Price Blvd., North Port, FL, 34291, Attn: Michelle Tipp.

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

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

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

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

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

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

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

**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.**

### EQUIPMENT LIST

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

The following is a listing of your major equipment, inclusive of manufacturer, year and condition. This list is for major equipment such as cranes, bucket trucks, scissor lifts, etc. and is not to be used for hand tools and standard trucks.

Condition shall be listed in accordance with the following scale: 1-Excellent; 2-Good; 3-Fair; 4-Poor. (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

### SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **2019-56 BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT 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). Attach additional sheets if necessary.

#### SUBCONTRACTOR(S)

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

#### SUPPLIER(S)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

Print name and title of person above: \_\_\_\_\_

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

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

1. Company/Entity Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
  
Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
  
Contract Period: \_\_\_\_\_  
  
Type of Product Supplied: \_\_\_\_\_  
  
Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_
2. Company/Entity Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
  
Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
  
Contract Period: \_\_\_\_\_  
  
Type of Product Supplied: \_\_\_\_\_  
  
Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_
3. Company/Entity Name: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
  
Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
  
Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
  
Contract Period: \_\_\_\_\_  
  
Type of Product Supplied: \_\_\_\_\_  
  
Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

**RETURN ONE (1) ORIGINAL AND ONE (1) COPY  
THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A BID.**

**STATEMENT OF ORGANIZATION**

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

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

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

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

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

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

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

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

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

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

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

RESPONDENT SHALL SUBMIT PROOF THAT IT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA UNLESS REGISTRATION IS NOT REQUIRED BY LAW. BIDDER SHALL SUBMIT REGISTRATION CERTIFICATE FROM THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS, ESTABLISHING YOUR COMPANY AS ELIGIBLE TO CONDUCT BUSINESS IN THE STATE OF FLORIDA. PLEASE REFER TO WEBSITE [WWW.SUNBIZ.ORG](http://WWW.SUNBIZ.ORG).

NOTE: BIDDER MUST SUBMIT PROOF THAT THEIR FIRM NAME IS REGISTERED WITH THEIR STATE OF ORIGIN IF NOT A FLORIDA COMPANY.

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

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

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

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

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

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

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



**PUBLIC ENTITY CRIME INFORMATION**

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

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

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

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

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

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

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

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

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

NOTARY SEAL:

\_\_\_\_\_

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

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

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

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

**NON-COLLUSIVE AFFIDAVIT**

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

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

SS. }  
}

Before me, the undersigned authority, personally appeared:

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

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

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

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

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

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

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

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

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

NOTARY SEAL:

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

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

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

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

**CONFLICT OF INTEREST FORM**

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

**PART I.**

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

**PART II:**

Are you going to request an advisory board member waiver?

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

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

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

NAME/TITLE OF PERSON AUTHORIZED TO BIND: \_\_\_\_\_

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

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

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

**LOBBYING CERTIFICATION**

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
being first duly sworn, deposes and says that he or she is the authorized representative of  
\_\_\_\_\_(Name of the contractor, firm or individual), and that the vendor and any  
of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City  
of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any  
other staff or outside individuals working with the city in respect to this request other than the designated Procurement  
Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical  
questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or  
collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To  
do so is grounds for immediate disqualification from the selection process. The selection process is not considered final  
until such a time as the Commission has made a final and conclusive determination.

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

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

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

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

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

\_\_\_\_\_  
(Title)  
State of \_\_\_\_\_  
County of \_\_\_\_\_

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

NOTARY SEAL:

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

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

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

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

**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): RFB 2019-56**

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

---

**DRUG FREE WORKPLACE FORM**

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:  
(Company Name)

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

**Check one:**

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

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Offeror's Name**

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

**AFFIDAVIT**

**Claiming Status as a LOCAL BUSINESS**

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

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

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

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

**AND**

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

**AND**

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

**AND**

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

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

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

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

NOTARY SEAL:

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

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

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

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

**AFFIDAVIT**

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

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

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

Before me, the undersigned authority, personally appeared:

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

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

**AND**

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

**AND**

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

**AND**

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

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

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

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

NOTARY SEAL:

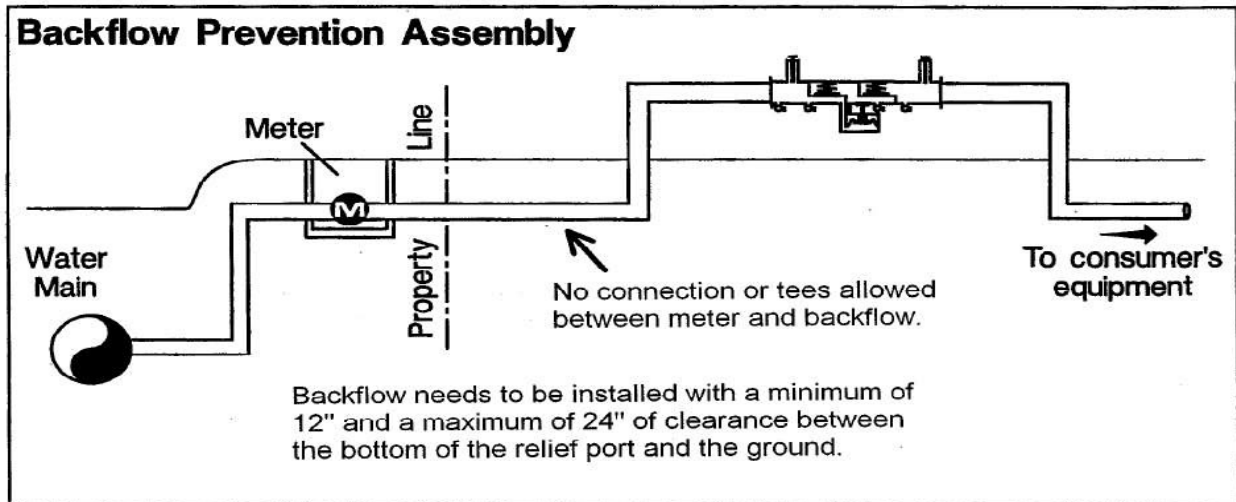
\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

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

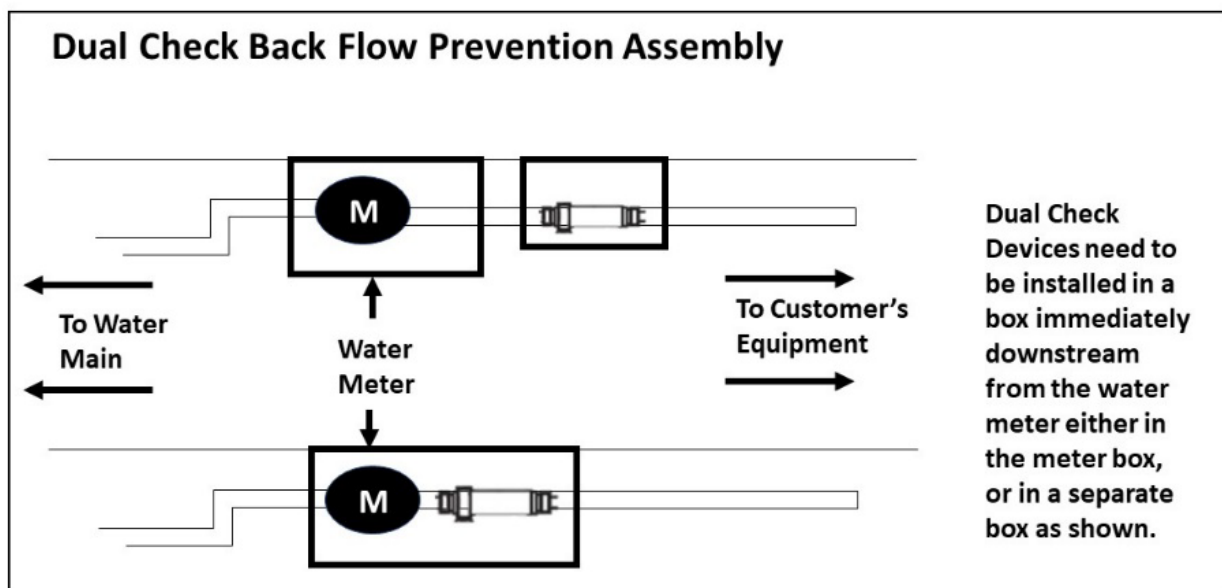


**ATTACHMENT A:**  
Installation diagrams:

Testable Device



Non-Testable Dual Check Device





## North Port Utilities

6644 W. Price Blvd.  
North Port, FL 34291  
941-420-8000

# ATTACHMENT B:

## Cross-Connection Control Manual



# 2018



## INTRODUCTION

A cross-connection is defined by the American Water Works Association (AWWA) Manual M-14 as “a connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances, would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, water products, steam, water from other sources (potable or non-potable), or any matter that may change the color or add odor to the water. Bypass arrangements, jumper connections, removable sections, swivel or changeover assemblies, or any other temporary or permanent connecting arrangement through which backflow may occur are considered to be cross-connections.” Backflow, literally a reversal in the normal direction of flow within a water system, is what turns a cross-connection into a health hazard. Consequently, either cross-connections or the chance of backflow must be eliminated to prevent these “unseen hazards” from degrading the high quality of water the City of North Port strives to maintain.

## PURPOSE

The purpose of a Cross-Connection Control Program is to prevent waterborne diseases and contaminants from entering the distribution system and thus the water we drink. Specifically, the program is intended to prevent delivered water (water that has passed beyond the public water system and into the private distribution systems of consumers) from reentering the public distribution system and being delivered to other consumers. The program aims to protect the City of North Port and its consumers from those water using establishments which could possibly harm the quality and safety of the City of North Port water supply through backflow and/or cross-connection.

## HISTORY

Initially, the primary responsibility for safeguarding water quality on private property was left to local health agencies and building and inspection departments. Beginning with the Safe Drinking Water Act, signed by President Ford on December 16, 1974, a chain of laws and regulations evolved that resulted in the State requirement (Florida Safe Drinking Water Act, Sections 403.850 through 403.864, Florida Statutes) for all the public water systems to have a cross-connection control program. Contained within the Rules promulgated by the Florida Department of Environmental Protection (FDEP), in Florida Administrative Code, Chapter 62-555, the State of Florida adopted the following regulatory standard:

*“Community water systems, and all public water systems that have service areas also served by reclaimed water systems regulated under Part III of Chapter 62-610, F.A.C., shall establish and implement a routine cross-connection control program to detect and control cross-connections and prevent backflow of contaminants into the water system. This program shall include a written plan that is developed using recommended practices of the American Water Works Association set forth in “Recommended Practice for Backflow Prevention and Cross-Connection Control, AWWA Manual M14, as incorporated in Rule 62-555.300, F.A.C.”*

In compliance with this mandate, the following is the City of North Port's Cross-Connection Control Manual. We urge you to acquaint yourself with the policies and information presented within these Regulations. It is only through education and a commitment of the consumers we serve, that we can control the hazards presented by cross-connections within our public drinking water supply. The City of North Port stands behind this policy and its enforcement and will offer assistance to all who share the responsibility of safe drinking water.

## **SECTION 1 – PURPOSE**

The purpose of this cross-connection control program is to:

1. Protect the public potable water supply from possible contamination through the identification and isolation/elimination of actual and/or potential cross-connection in the water distribution system that could create backflow into the public potable water supply in accordance with Florida Administrative Code, Chapter 62-555.360, as may be amended.
2. Establish and maintain a continuing cross-connection control program, protecting the City's potable water distribution system from contamination as required by FDEP per Florida Administrative Code, Chapter 62-555.360, as may be amended.

## **SECTION – 2 DEFINITIONS**

**Air-gap Separation (AG)** - A physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An approved air-gap separation shall be a distance of at least two (2) times the diameter of the supply pipe measured vertically above the top rim of the vessel, however, not less than one (1) inch.

**Approved** - Accepted by the Utilities Director or designee as meeting an applicable specification or meeting specifications of state and local codes.

**Atmospheric Vacuum Breaker (AVB)** - A backflow preventer device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work on a vertical plane only.

**Auxiliary Water System** - A pressurized system of piping and appurtenances that is used to supply water from an auxiliary water supply, or reclaimed water supply to landscaping, industrial agricultural crops, plumbing fixtures, decorative fountains, car washing facilities, air conditioning systems, etc. F.A.C. Table 62-555.360-2, Footnote 4, specifically excludes any water recirculation or treatment system for a swimming pool hot tub, or spa as an "auxiliary water system".

**Auxiliary Water Supply** - Any water supply on or available to the premises other than the approved public potable water supply. These auxiliary waters may include other potable water supply or any natural source, such as a well, lake, spring, river stream, etc., or used water or industrial fluids. These waters may be polluted or contaminated, or they may be objectionable and constitute an unacceptable water source over which Utilities does not have sanitary control.

**Backflow** - The flow of water or other liquids into Utilities potable water supply system from sources other than Utilities approved water system.

**Backflow Preventer** - Approved - An assembly that has been manufactured and tested in full conformance with applicable standards and specifications and is approved by the Utilities Director or designee.

**Backpressure** - Any elevation or pressure in the downstream piping system (by pump, elevation of piping, or stream and/or air pressure) above the supply pressure at the point of consideration which would cause or tend to cause a reversal of the normal direction of flow.

**Backsiphonage** - A form of backflow due to a reduction in system pressure which causes a negative or sub-atmospheric pressure to exist at a site in the water system. This reduction of pressure in the water supply system can result in the flow of water or other liquids, mixtures or other substances into the distribution pipes of a potable water supply system from a source other than its intended source.

**Category of Customer** - The classification of each water customer based on property use, auxiliary water supplies, and auxiliary water systems.

**Certified Test Gauges** - Gauges that are calibrated and certified annually to the standards established by the Foundation for Cross-Connection and Hydraulic Research at the University of Southern California at a City-approved testing lab.

**City** - The City of North Port, Florida.

**Contractor** - As defined in Subsection 489.105(3) Florida Statutes, as may be amended.

**Contractor V** - As defined in Subsection 633.021 (5)(e), Florida Statutes, as may be amended.

**Containment Protection** - Preventing backflow into a public potable water system from a user's premises by installing a suitable backflow preventer assembly at the service connection.

**Contamination** - An impairment of the quality of the potable water supply by compounds or other materials to a degree which creates an actual hazard to the public health.

**Cross-Connection** - Any physical connection or arrangement of piping or fixtures between two otherwise separate systems, one of which contains potable water and the other unapproved water, fluids, gases or other materials through which backflow may occur.

**Customer** - Any person, business or any other entity residing in or doing business within the service area cover by the Utilities Department or who is or was connected to the City's potable water system.

**Double Check Valve Assembly (DCVA)** - An assembly consisting of two independently operating approved check valves that are internally loaded, either spring loaded or internally weighted,

and installed as a unit between two tightly closing resilient-seated shut-off valves. Properly located resilient-seated testing ports shall be provided for the testing of each check valve.

**Double Detector Check Valve Assembly (DDCVA)** - A specifically designed assembly composed of an approved double check valve assembly with a specific bypass water meter and an approved double check valve assembly all properly sized. The meter shall register accurately for low flow rates and shall total all flows.

**Dual Check Device (DC)** - A backflow preventer device consisting of two independent check valves.

**Fire Protection** - As defined in Subsection 633.021(10), Florida Statutes, as may be amended.

**Hazard** - Any liquid or contaminant that is considered a health or pollution hazard other than the potable water supply.

**Hazard, Degree of** - An evaluation of the potential risk to public health and the adverse effect on health from the public potable water system.

**Hazard-High** - Any foreign substance that, if introduced into a potable water system, could cause death or illnesses, spread disease, or have a high probability of causing such effects.

**Hazard-Low** - The presence of any foreign substance (organic, inorganic, or biological) in water, which may degrade its quality.

**Industrial Fluid** - Any fluid or solution which may physically, chemically, biologically or otherwise contaminate or pollute potable water if introduced into the public potable water system or property owner's plumbing system or potable water system. Industrial fluids may include, but not be limited to polluted or contaminated water; all types of process waters and "used waters" originating from the public potable water system which may deteriorate in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling water connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural water such as from wells, lakes, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc., oil, gases, glycerin, paraffin, caustic and acid solutions; and other liquid and gaseous fluids.

**Internal Protection (Isolation)** - An approved backflow preventer assembly at the source of potential hazard within the property owner's plumbing system.

**Non-Potable Water** - Any water which is not safe for human consumption or which is of questionable quality.

**Non-Residential Property** - Any property used for any purpose other than a single family residential dwelling.



**Potable Water** - Any water which, according to recognized standards, is safe for human consumption.

**Pressure Vacuum Breaker (PVB)** - An assembly similar to an atmospheric vacuum breaker except that the checking unit "poppet valve" is activated by a spring. This type of vacuum breaker does not require a negative pressure to react and can be used on the pressure side of a valve.

**Qualified Backflow Prevention Technician** - A person who has successfully completed an examination process through a technical institution recognized by the AWWA or equivalent, which included a minimum thirty-two (32) hour certification program or other training acceptable to the Utilities Department and the FDEP. The examination must include testing about theory of backflow prevention and a hands-on, practical field-test procedure for all types of backflow preventer assemblies.

**Reclaimed Water (Reuse)** - Treated and disinfected effluent from a wastewater treatment plant used for irrigation, fire protection, and all other purposes permitted by F.A.C., as may be amended.

**Reduced Pressure Detector Assembly (RPDA)** - A specifically designed assembly composed of an approved reduced pressure zone backflow preventer with a specific bypass water meter and an approved reduced pressure zone backflow preventer, all properly sized. The meter shall register accurately for low flow rates and shall total all flows.

**Reduced Pressure Zone Backflow Preventer (RPZ)** - An assembly containing within its structure a minimum of two independently acting, approved check valves, together with an automatically operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount, so that during normal flow and at cessation of normal flow, the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. The assembly shall include tightly-closing resilient seated shut-off valves located at each end of the assembly and each assembly shall be fitted with properly located resilient seated test cocks.

**Residential Service** - Any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units.

**Water Service Connection** - The terminal end of a service connection from the public potable water system (i.e., where Utilities loses jurisdiction and sanitary control over water at its point of delivery to the property owner's plumbing system). If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. Service connection shall also include water service connection from a fire hydrant and all other temporary or emergency water service connections from the public potable water system.



**Water Supply-Approved** - Any public potable water supply that has been investigated and approved by the FDEP. The system must be operating under a valid permit.

### **SECTION 3 – RESPONSIBILITIES**

#### **The City of North Port Utilities Department**

Pursuant to the Safe Drinking Water Act of 1974 and FDEP regulations, North Port Utilities is responsible for adopting measures to prevent contamination or pollution of our potable water supply system by instituting and maintaining a cross-connection control program to prevent the entry of water or any other substances from unapproved sources into the public potable water supply system. North Port Utilities' responsibilities under this program include the following:

1. Identification of cross-connection hazards through periodic site surveys.
2. Elimination of any identified prohibited cross-connections by requiring the installation of a City-approved backflow preventer assembly or termination of water service until the cross-connection is eliminated. North Port Utilities shall ensure that an appropriate backflow preventer assembly is installed in accordance with the level of hazards identified, as specified herein, as adopted by Ordinance and as required by City Code.
3. On-site evaluation and inspection of plans for new construction to determine backflow assembly requirement(s).
4. Evaluation and inspection of existing premises when:
  - A. An auxiliary water source or system is discovered on the premises;
  - B. A prohibited or insufficiently protected cross-connection is discovered on the premises;  
or
  - C. A premises is altered under a permit which could impact the requirements for backflow protection.
5. Not allowing any cross-connection to remain unless it is adequately protected via a City-approved backflow preventer assembly, permitted, installed and tested as specified herein, as adopted by Ordinance and as required by City Code.
6. Immediate termination of water service if it is determined that a serious threat to the public potable water system exists.
7. Analysis of certified test information and field checks to assure quality of test information received.

#### **The Customer**

The Customer is responsible for protecting the potable water in their own system from degradation due to conditions originating on their premises by complying with the Florida Building Code – Plumbing. The Customer is also responsible for protecting the quality of water in the City water supply/system against any potential or actual health hazard(s) generated on or from their premises through potential cross-connections by installing a backflow prevention assembly at the service connection.

The Customer's responsibility starts at the point of delivery from the public potable water system and includes all of their property's water systems. The property owner, or Customer when applicable, is required to install, operate, test and maintain a City-approved backflow preventer assembly immediately downstream of their water meter (between the water meter and the house or other structure being served), or at the property line when a meter is not present, or other location as approved by the City in writing, as specified herein, as adopted by Ordinance and as required by City Code. The property owner, or Customer when applicable, is responsible for maintaining all records of backflow preventer assembly testing and repairs.

In the event of accidental pollution or contamination of the public, Customer's, or property owner's potable water system due to backflow on or from a premises, a Customer or property owner shall promptly take steps to confine further spread of pollution or contamination on or from the premises and shall immediately notify the Utilities Department of the hazardous condition.

Nothing herein shall relieve a Customer or property owner of their responsibility for conducting periodic surveys of water use practices on their premises to determine where there are actual or potential cross-connections in the public potable water system or their own potable water system. A property owner, who's property is connected to the City's potable water system, is responsible for the following:

1. The elimination or protection of all cross-connections on their property.
2. After receiving written notice from the Utilities Department, installing, maintaining, and testing all backflow preventers on their property.
3. Correcting any malfunction of a backflow preventer assembly located on their property.
4. Identify and Inform the Utilities Department of any proposed or modified cross-connection(s) on their property.
5. Identify and inform the Utilities Department of any existing cross-connection(s) on their property. .
6. Ensuring that no backflow preventer assembly is bypassed unless there is a City-approved backflow preventer installed on the bypass.
7. Installing only City-approved backflow preventer assemblies as specified herein, as adopted by Ordinance and as required by City Code.

8. Payment of all cost and fees for required permits, inspections, testing, and any necessary retesting or re-inspection.
9. Ensuring any backflow preventer assembly located on their property is accessible for inspection and testing.

#### **SECTION 4 – PROPERTY EVALUATION**

##### **1. New Connections**

In order to insure compliance with Florida Administrative Code, Chapter 62-555.360, and Section 608 of the Florida Building Code, the Utilities Department shall evaluate the property at a newly constructed service connection before providing potable water to the service connection.

- A. Commercial - The Utilit Department shall review construction plans for commercial projects to ensure the level of protection provided is equal to or exceeds the degree of hazard on the property. Visual inspection will be done to verify the installation of all required backflow preventer assemblies prior to issuing a certificate of occupancy.
- B. Residential - The Utilities Department shall provide educational material for distribution to new water customers. At the time of application for new service, all residential property owners shall disclose any existing or proposed hazards or auxiliary water systems on their property.
- C. Utilities Construction Projects - The Utility Department shall review construction plans for utility construction projects to ensure the level of protection provided is equal to or exceeds the degree of hazard on the property. Visual inspection will be done to verify the installation of all required backflow preventer assemblies prior to issuing a certificate of occupancy.

##### **2. Existing Customer Connections**

The Utilities Department may evaluate a Customer's property when any of the following are found:

- A. A property connects to a reclaimed water distribution system;
- B. An auxiliary water system is discovered;
- C. A prohibited or inappropriately protected cross-connection is discovered; or
- D. A Customer's property is altered under a building permit in a manner that could change the level of protection required for the service connection.

The Utility Department may obtain the status of any well(s) on a property from the Florida Department of Health. The Utility Department will examine the permitting records to determine the presence of auxiliary water systems and the potential for cross-connections to

exist. Information systems, such as satellite imaging, may also be used and further confirmed by a site inspection. The findings of inspections shall be recorded and may include photographs, diagrams, written statements and other forms of correspondence.

### **SECTION 5 – MANDATORY PROTECTION REQUIREMENTS**

The Category of Customer defines the requirement of a backflow preventer assembly and the level of protection necessary. The Utilities Department shall ensure minimum backflow protection is present at a Customer's property.

**Table 1: Potable & Dedicated Irrigation Connections**

<b>Category of Customer</b>	<b>Type of Protection</b>	<b>Note</b>
Residential single-family premises with no auxiliary water systems.	DC	Minimum requirement per Section 608, Florida Building Code.
Residential premises with an active well.	DCVA	An active well is the only auxiliary water system.
Residential premises where there is an auxiliary or reclaimed water system.	DCVA	Auxiliary water systems other than an active well.
Residential premises with irrigation connected directly to the Utilities distribution system via a dedicated irrigation service connection.	RPZ	A dedicated irrigation service delivers potable water for non-potable purpose with no sewer charges.
Residential premises with an irrigation system that is connected internally to the customer's plumbing system.	DCVA	
Non-residential premises.	RPZ	Utilities requires all non-residential premises to be protected with an RPZ.
Wastewater treatment plant or wastewater pumping station.	RPZ	Public or private.
Tall building (Residential & Non-residential)	RPZ	Building with five or more floors at or above ground level.
Customer supplied with potable water via a temporary or permanent service connection from a Utilities fire hydrant.	DCVA/RPZ	Utilities shall ensure that backflow protection equal with the degree of hazard is provided at or for the service connection from its fire hydrant.

**Table 2: Fire Protection Connections**

<b>Category of Customer</b>	<b>Type of Protection</b>	<b>Note</b>
-----------------------------	---------------------------	-------------

All premises with a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water that is connected directly to the Utilities distribution system via a dedicated fire service connection.	DCVA/DDCVA	The fire protection system contains no chemical additives and is not connected to an auxiliary water system.
	RP/RPDA	The fire protection system contains chemical additives or is connected to an auxiliary water system.
Residential premises with a wet-pipe sprinkler, or wet standpipe fire protection system that is using potable water and that is connected internally to the customer's plumbing system.	None	Maintain internal RPZ backflow assembly in lieu of service protection backflow assembly.

#### 1. **Exterminating Companies**

All tanks, tank trucks, and spraying apparatus, used to convey pesticides in furtherance of an exterminating process shall only fill those items at City-designated and approved protected potable water fill locations. **Filling those items with potable water at undesigned and unapproved locations, such as at a private residence, is strictly prohibited.**

#### 2. **Construction Sites**

At all construction sites using the City's potable water system, the property owner shall ensure that a City-approved backflow prevention assembly is installed at the connection point. While the site is under construction, the contractor shall utilize a City-approved testable aboveground, reduced pressure zone, double check valve, dual check valve, and meter assembly. Failure to comply with the conditions set forth as specified herein, as adopted by Ordinance and as required by City Code, may result in the termination of water service.

#### 3. **Installations Requiring Continuous Service**

The testing of backflow assemblies requires that water service to the facility be shut down for approximately ten (10) to forty (40) minutes. For facilities that require continuous uninterrupted water service, and where it is not possible to provide service from two separate meters, provisions shall be made for a "parallel installation" of backflow prevention assemblies. An unprotected bypass around a backflow prevention assembly is prohibited.

#### 4. **Potable Water Fill Locations**

All city-designated and approved potable water fill locations shall consist of overhead piping arrangements that include the appropriate air gaps. If for any reason an overhead piping arrangement cannot be used, a reduced pressure principle assembly backflow preventer shall be installed on the fill line.

#### 5. **Miscellaneous Uses of Water from Fire Hydrants**

The operation of a fire hydrant by anyone other than City-authorized personnel is prohibited. The City may permit the use of water from a fire hydrant for construction or other purposes

provided a hydrant meter permit is applied for and granted through the City's Utilities Department and all backflow prevention requirements are followed.

**NOTE: Any device, equipment or situation not covered by this cross-connection policy where water is connected or used, which may constitute a potential health hazard, will be handled at the discretion of the City of North Port Utilities Department Director or their designee.**

## **SECTION 6 – RECLAIMED WATER PROGRAM**

Specific requirements affecting the design and construction of Utilities reclaimed water systems are regulated by the FDEP in Florida Administrative Code, Chapter 62-610, which prohibits all cross-connections to potable water systems. For systems permitted under Florida Administrative Code, subsection 62-610.418(2), the permittee shall develop and obtain City acceptance for a cross-connection control and inspection program as discussed in Florida Administrative Code, Chapters 62-610.469 and 62-550.360, as amended.

## **SECTION 7 – TECHNICAL QUALIFICATIONS**

Documentation supporting the State License qualifications of contractors and laboratory reports/testing for field test equipment shall be provided to the Utility Department at least annually, or anytime if requested.

### **1. Test Kits**

All test kits shall be laboratory tested and calibrated annually. Calibration reports shall be provided to the Utilities Department prior to a test kit's first use. The Utilities Department reserves the right to inspect test kits, or order an additional laboratory report, if reported readings are suspected of being unreliable.

### **2. Qualified Backflow Prevention Technician**

Any Qualified Backflow Prevention Technician performing such services in the City shall provide their current certification to the Utilities Department at least annually, or anytime if requested. Any Qualified Backflow Prevention Technician performing such services in the City must have one of the following:

- A. Hold a valid and current State of Florida license as a plumbing contractor, or work under the direct supervision of a State of Florida licensed plumbing contractor for potable water lines; or
- B. Hold a valid certificate as a Fire Protection System Contractor V, or work under the direct supervision of a State of Florida licensed Fire Sprinkler Contractor working within the confines of a fire protection system.

## **SECTION 8 – BACKFLOW ASSEMBLY INSTALLATION REQUIREMENTS**

The Utilities Department has the responsibility and authority to control potable water service connections pursuant Florida Administrative Code, Chapter 62-555.360.

**1. Approved Backflow Preventers**

All backflow preventer assemblies shall be lead-free and manufactured in full conformance with the standards established by the AWWA as well as the standards set forth by the Foundation for Cross-Connection and Hydraulic Research of the University of Southern California.

**2. Permit Requirement**

The installation of a backflow preventer assembly requires a plumbing and/or building permit issued by the City's Building Department. At the time of application, the applicant shall specify the potential contamination hazard on the property. The permit number must appear on the test form.

**3. Installation Criteria**

Backflow preventer assembly installations must comply with the requirements provided by the AWWA Manual M14 and all applicable State Building Codes, as specified herein, as adopted by Ordinance and as required by City Code. A City-approved backflow preventer assembly shall be installed on the immediate downstream side of each service connection before the first branch leading off the service line, wherever a Customer is connected to the City's potable water system, at the direction of the Utilities Department, at a property owner's water meter, or other location as determined by the Utilities Department.

**4. Installation Requirements**

Pursuant to Florida Administrative Code, Rule 62-555.360, and City Building Code, the following installation requirements shall apply to all installed backflow prevention assemblies.

**A. Testable Backflow Prevention Assemblies**

- i. Assemblies must be installed a minimum of twelve (12) inches above the ground and must not exceed eighteen (18) inches above the finished grade.
- ii. No assembly may be installed in a pit, hole, or below grade where the assembly could become submerged in water.
- iii. Assemblies must be installed in the horizontal position, unless otherwise recommended by the manufacturer and approved in writing by the Utility Department.
- iv. No galvanized pipe, PVC pipe, or threaded fittings shall be used to connect an assembly.
- v. Assemblies must be accessible for testing and inspection.
- vi. Information shall be readable (size, type, model#, serial#).
- vii. Shut-off valves shall be in a workable position and accessible for full operation.
- viii. No assembly shall be installation inside of a locked enclosure, structure, or building.

**B. Non-testable Backflow Prevention Assemblies**

- i. Non-testable assemblies must be installed on the immediate downstream side of each service connection before the first branch leading off the service line.

- ii. Non-testable devices must be reasonably accessible for full operation. Devices may be installed in-ground in an accessible box, or above-ground on approved installation materials.

#### **5. Installation Variance**

The Utilities Department may approve separating the location of a backflow preventer assembly from the service meter to protect the assembly from being damaged by ingress and egress to the property or whenever an assembly may create a physical hazard. When the inlet upright of an assembly is five-feet (5') or less from the meter box, a certified backflow technician must provide a description of the hazardous condition on the initial test certification. If the distance requested exceeds five-feet (5'), a drawing approved by a Utilities Standards Inspector and Field Operations Manager must be submitted to the Utilities Department. An assembly may not be installed or relocated until the drawing has been reviewed and approved by the Utilities Department. All assemblies must meet the installation criteria as specified herein, as adopted by Ordinance and as required by City Code.

Receiving approval from the Utilities Department of an installation variance for the location of an assembly does not relieve the property owner or Customer of the other requirements as specified herein, as adopted by Ordinance and as required by City Code.

#### **6. Support Assemblies**

Assemblies three inches (3") or larger shall be adequately supported to prevent the assembly from sagging.

### **SECTION 9 – ASSEMBLY TESTING, REPAIR, REPLACEMENT AND RETROFITTING**

#### **1. Testing**

##### **A. Test Procedures**

The backflow testing procedures of technical institutions, such as the Foundation for Cross-Connection and Hydraulic Research at the University of Southern California or others that provide education and certification, may be used by any Qualified Backflow Prevention Technician performing such services in the City. The sequence of the steps and methods for testing or troubleshooting may vary depending on the training and experience of the technician. The City may choose to establish mandatory standardized testing procedures.

##### **B. Testing Frequency**

In accordance with Florida Administrative Code, Table 62-555.360-1, III.D., the following testing frequencies are required as of the effective date of this manual:

- i. Non-residential Service Connections shall be tested after installation, replacement, or repair, and at least annually thereafter. These connections shall be repaired if they fail to meet performance standards. All non-residential testing certifications are due



to the Utilities Department annually, but no sooner than 60-days before the due date.

- ii. Residential Service Connections shall be tested after installation, replacement, or repair, and at least biennially (every 2 years) thereafter. These connections shall be repaired if they fail to meet performance standards.

C. **Testing Notification**

The Utilities Department shall provide at least 30-days' advance written notice of the testing due date, the testing requirement, and the reporting requirement to the account holder.

2. **Repair and Replacement**

A backflow prevention assembly that fails to pass the required testing must immediately be repaired or replaced. In situations where repairs or replacement cannot be performed immediately, the Utilities Department must be notified. All services performed as the result of a test failure must be documented on the test report.

Any testable backflow prevention assembly that is deemed beyond repair shall be replaced. All replacement or new backflow prevention assemblies shall be City-approved lead-free devices from the approved assembly list and shall be installed in accordance with the criteria specified herein, as adopted by Ordinance and as required by City Code.

3. **Quintennial Replacement**

Non-testable backflow prevention assemblies shall be replaced on a quintennial basis (every five-years). All replacement or new backflow prevention assemblies shall be City-approved lead-free devices and shall be installed in accordance with the criteria specified herein, as adopted by Ordinance and as required by City Code.

Note: All appropriate permits will be required for replacement.

4. **Non-compliance**

A. **Residential Property Testing**

Residential property owners shall not be in compliance with the City's cross connection control requirements when they fail to independently obtain inspection and testing of their backflow preventer or when they fail to provide the Utilities Department with a written report of the passing test results within 30-days of the testing date, or the date of receipt of the testing date notice, whichever is later.

- i. Where a residential property owner appoints the City as their agent, the City shall have the property owner's backflow preventer tested and record the test result as required. All work done shall be at the property owner's expense. The applicable cost, interest rate and administrative charges, as amended from time to time in the City Fee Structure, shall be set forth in the annual customer notice.

- ii. Where a residential property owner is not in compliance the City shall without further notice disconnect water service from the property until a passing test result by a properly certified backflow preventer tester has been received by the Utilities Department. The property owner will also be assessed a noncompliance fee.

**B. Commercial Property Testing**

Commercial Customers that fail to independently obtain inspection and testing of their backflow preventer(s) and fail to provide the Utilities Department with a written report of the passing test results within 30-days of the testing date, or the date of receipt of the testing date notice, whichever is later, will be assessed a noncompliance fee. The City shall, without further notice, disconnect water service from the property until a passing test result by a properly certified backflow preventer tester has been received by the Utility Department.

**C. Repair and Replacement**

- i. Where a residential property is connected to the City's potable water system, it is the responsibility of the residential property owner to repair or replace any backflow preventer that is not functioning properly. Where a residential property owner appoints the City as their agent, the City shall have the property owner's backflow preventer repaired or replaced when testing indicates that repair or replacement is necessary. All work done shall be at the property owner's expense. The applicable cost, interest rate and administrative charges, as amended from time to time in the City Fee Structure, shall be set forth in the annual customer notice.
- ii. Where a Customer's commercial property is connected to the City's potable water system, it is the responsibility of the Customer to repair and replace any backflow preventer at the commercial property that is not functioning properly.

**D. City as Agent**

When the City is appointed as the agent for a residential property owner, the City may utilize its own employees or use independent contractors to test, repair, or replace a backflow preventer assembly. All work done shall be at the property owner's expense. The applicable cost, interest rate and administrative charges, as amended from time to time in the City Fee Structure, shall be set forth in the annual customer notice.

**5. Conditional Acceptance and Retrofitting**

- A. Backflow preventer assemblies in use at the time this manual is adopted which do not meet the mandatory protection requirements provided herein, but meet the installation requirements, shall be deemed conditionally acceptable. All conditionally accepted assemblies must comply with the testing requirements provided by this manual, as adopted by Ordinance or as required by City Code.

- B. All conditionally accepted assemblies must be retrofitted when they are removed from their location or when they require internal replacement parts that exceed the minimum maintenance. The conditionally accepted assembly must be retrofitted with a backflow preventer that meets the requirements of this manual, those adopted by Ordinance or as required by City Code.
- C. All conditionally accepted assemblies that do not meet the requirements of this manual, those adopted by Ordinance or as required by City Code, shall be retrofitted as directed by the Utility Department.

## **SECTION 10 – TAGGING**

Testable backflow preventer assemblies that do not fail their required testing shall be “tagged” at the time of testing. The tag must contain the name of the certifying company, the plumbing contractor’s license number, and all parties business contact information. The tag must clearly indicate the month and year the certification was completed. The tag should be constructed of a durable plastic no less than .030 mil thickness and be securely fastened to the backflow preventer assembly. The Utility Department reserves the right to revise tagging requirements as needed. Any other tag specifications must be approved in writing by authorized City staff.

## **SECTION 11 – TEST REPORTING**

### **1. Test Reports**

All test certifications shall be submitted on a City-approved form. Any certified backflow preventer assembly tester or licensed backflow preventer contractor performing backflow preventer testing in the City shall retain a record of all backflow related services performed by them, including but not limited to test reports, repairs, invoices, and variance requests for a period of no less than three (3) years. Upon request, such records shall be made available to the City within a reasonable amount of time.

All test reports must contain the following information:

- A. The date of inspection, test, repair, replacement, or installation of the assembly.
- B. The name of the person performing the test, and their certification or license number and expiration date.
- C. The name and contact information of the business performing the test.
- D. The name of the assembly manufacturer, and its model number, size, type and serial number.
- E. The property address and the assembly’s location on the property.

- F. The water meter number or other identification numbers.
- G. The test results before and after any repair, maintenance, or replacement.
- H. A description of the type of repair or maintenance performed, including any parts removed, replaced and installed.
- I. The name of the testing equipment manufacturer, the equipment model number, serial number and calibration expiration date.
- J. The building or plumbing permit number for work requiring a permit.

## 2. **Timeliness of Reporting**

To ensure the continual protection of the distribution system, the Utility Department must be aware of the operational status of required assemblies. All test reports must contain the following data:

- A. Passing – Annual/biennial inspections with passing performance results shall be submitted to the Utilities Department no later than ten (10) days from the date the initial test was performed.
- B. Failing – Annual/biennial inspections that fail to meet the performance requirements and cannot be repaired at the time the initial test is performed must be reported to the Utility Department within two (2) days of the initial test date. The Utility Department will evaluate the hazard factors to determine if water service will be disconnected until the assembly is repaired or replaced.

## 3. **Web-based Reporting**

Certified backflow preventer assembly testers and licensed backflow preventer contractors may be required to submit test reports via an on-line web-based system. The requirements for using the web-based system will be provided to each tester and contractor by the City along with a unique user ID and login password, as applicable.

# **SECTION 12 – ENFORCEMENT**

## 1. **Non-compliance Fee**

Any Customer failing to comply with the City's Cross-Connection Control Program will be subject to and assessed the applicable cost, noncompliance fee, interest rate and administrative charges, as amended from time to time in the City Fee Structure, and as set forth in the annual customer notice. Any assessed charge will be placed on the Customer's water bill and shall be payable in full at the time that bill is due. Failure to pay any assessed charge may result in disconnection of water service and the Customer shall be liable for the applicable delinquency processing fee and delinquency disconnection fee per City Code, Section 78-24(j), which shall be placed on the Customer's water bill.

**2. Disconnection of Water Service**

Any Customer failing to comply with the City's Cross-Connection Control Program will be subject to water service disconnection. Before the City will disconnect water service, it will provide written notice to the Customer of their failure to comply. No separate or additional notice of intent to disconnect water service after noncompliance will be provided by the City. Provided, however, that at such times as, in the judgment of the City, an emergency condition exists where the public water supply is being contaminated or is in danger of contamination, water service disconnection may be made without prior notification. Water service will not be restored until the noncompliance has been corrected. The customer shall be liable for all disconnection and reconnection service charges resulting from noncompliance.

**3. Civil Remedies**

The City shall have recourse to such remedies in law and in equity as may be necessary to ensure compliance with the provisions of the City's Cross-Connection Control Program. Any person, firm, association, corporation, or other legal entity, failing to comply with the provisions of the City's Cross-Connection Control Program shall be subject to fines not to exceed \$250.00 per day per violation; such fines to be levied and enforced by the City's code enforcement board. Each day or fraction thereof that the violation continues shall be considered as a separate violation. In addition, the City shall be entitled to seek injunctive relief to enjoin any person, association, firm, corporation, or other legal entity, from violating the Cross-Connection Control Program and to pursue an action for such damages as may be sustained by virtue of a violation of the Program, together with all costs and expenses incurred in the pursuit of such action.

**4. Criminal Penalties**

Any person, firm, association, corporation, or other legal entity, convicted for violating any of the provisions of the City's Cross-Connection Control Program shall be subject to the penalties provided in Section 1-7 of the City's Code. Each day such violation continues shall constitute a separate violation.

**SECTION 13 – EMERGENCY PROCEDURES**

In the event that a cross-connection is discovered or a water meter is found running backwards, the City's water system shall be deemed to be in imminent danger of contamination and the following actions will be taken:

1. The Utilities Department will be notified.
2. Water to the property will be shut off and, if possible, the water meter will be removed.
3. The Utilities Department will immediately send staff to the property to confirm the contamination and, if necessary, isolate the contamination to the property or area.

4. The City will notify the Florida Department of Health, the Florida Department of Environmental Protection, and the North Port Water Treatment Plant of any possible contamination.
5. The Utilities Department's Field Operation Division will take water samples at various stations within and outside the area to determine the extent of any possible contamination.
6. The Utilities Department will flush all nearby fire hydrants and blow-offs within the affected area as appropriate.
7. Water service will not be restored to the affected area until the North Port Water Treatment Plant provides confirmation that water in the affected area is potable.
8. If a Customer is determined to be at fault or to have caused the emergency, the procedures provided in Section 12 of this manual may be enforced against them.

**Water service to a property where a cross-connection exists WILL NOT BE RESTORED until the contaminant source is either removed or safely protected by an approved backflow prevention assembly.**

#### **SECTION 14 – NOTICE**

The City shall provide 90-days advance notice to all applicable parties prior to implementing any changes to the procedures or requirements contained in this Cross-Connection Control Manual.

All notices required by this Section shall be provided in writing, by authorized electronic mail or regular mail, in accordance with the delivery method requested by the property owner or Customer for the receipt of such notices. Notices transmitted by electronic mail shall be deemed delivered on the business day after transmittal. Notices delivered by regular mail shall be deemed to have been properly delivered 3 business days after mailing.

#### **SECTION 15 – RECORD KEEPING**

Cross-Connection Control Program records shall be kept and comply with Florida Administrative Code, Chapter 62-550, Drinking Water Standards, Monitoring and Reporting, and Florida's Public Records Law, Chapter 119, Florida Statutes, as they may be amended.

The Utilities Department shall maintain the required records in the type and format as shown below, unless otherwise approved by the Utilities Director or designee:

- 1. Utilities Department Records**

The Utilities Department shall maintain the following records:

- A. List of all completed service connection assessment questionnaires, reports, or their summaries.
  - B. List of all Customers with backflow preventer assemblies.
  - C. Any pertinent information about each City-approved backflow preventer assembly.
  - D. All backflow preventer assembly test reports or detailed summaries of this information.
  - E. Credentials and training history for all Cross-Connection Control Program personnel, including any contractors.
  - F. Public outreach materials, such as those used to communicate the importance of cross-connection control and Customer responsibilities; along with the dates of publication.
  - G. Any other Cross-Connection Control Program documentation such as service contracts, notifications to Customers, enforcement actions, backflow incident reports and other related activity.
2. **Annual Report**
- The Utilities Department shall submit the Cross-Connection Control Program Annual Report, using Form 62-555.900(13), as required by Florida Administrative Code, Rule 65-555.360, as may be amended. This report shall be submitted to the Sarasota County Department of Health on or before the deadline prescribed by the Florida Department of Health.



**City of North Port**

**Purchasing**

4970 City Hall Boulevard

North Port, Florida 34286

Phone: (941) 429-7170

February 19, 2019

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2019-56: BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES**

**RFB DUE DATE: 2:00 PM, February 26, 2019**

**ADDENDUM NO. 1**

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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.

**QUESTIONS/ANSWERS:**

**QUESTION #1: Are the awarded contractors to provide all labor and materials for the performance of the services?**

**ANSWER #1: Yes.**

**QUESTION #2: Are full check rebuild kits required for repairs, or are rubber kits acceptable?**

**ANSWER #2: Repair only what is needed for the device to function.**

**QUESTION #3: Is permitting required for the replacements and installations? If so, should the fee be included in the bid price?**

**ANSWER #3: Permits are required for replacements and installations. Yes, the fee should be included in the bid price.**

**QUESTION #4: Is the City's Opt-in/Opt-out program still in effect?**

**ANSWER #4: Yes.**

**QUESTION #5: What is the projected number or percentage of residents who will opt-in to the program?**

**ANSWER #5: It estimated at about 75%.**

**QUESTION #6: Do dual check valve installations require an expansion valve near the house?**

**ANSWER #6: All installations must comply with the Building Code concerning thermal expansion.**

**QUESTION #7: Are Propress fittings acceptable for backflow replacements and installations?**



**ANSWER #7: Yes**

**QUESTION #8: Is it possible to add language that allows for material increases caused by taxes and/or tariffs?**

**ANSWER #8: Any material increases due to taxes, tariffs, or unforeseen market forces can be addressed in writing during the period for price adjustment consideration. See Technical Specification (TS-08) Price Adjustment on page 30 of the RFB for further details.**

**QUESTION #9: Will plumbers in the contract pool be regulated against advertising pricing to individual customers at a rate lower than the City's.**

**ANSWER #9: No**

**CLARIFICATIONS:**

The following is hereby added to TS-08 of the RFB (page 30):

The contract prices shall be firm for the initial term, through and including February 28, 2022.

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

*Justin M. Daly*

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**Justin Daly  
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: [jdaly@cityofnorthport.com](mailto:jdaly@cityofnorthport.com)**

**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**

**Purchasing**

4970 City Hall Boulevard

North Port, Florida 34286

Phone: (941) 429-7170

February 25, 2019

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2019-56: BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES**

**DUE DATE MODIFICATION:**

**RFB DUE DATE: ~~2:00 PM, February 26, 2019~~ 2:00 PM, MARCH 12, 2019**

**ADDENDUM NO. 2**

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 ~~strike-throughs~~ 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.

**DUE DATE EXTENSION:**

**RFB DUE DATE: ~~2:00 PM, February 26, 2019~~ 2:00 PM, MARCH 12, 2019**

All questions and clarifications must be submitted via e-mail or facsimile by ~~FEBRUARY 19, 2019~~ MARCH 05, 2019 at 2:00 PM.

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

*Justin M. Daly*

Justin Daly  
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: [jdaly@cityofnorthport.com](mailto:jdaly@cityofnorthport.com)

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**

**Purchasing**

4970 City Hall Boulevard

North Port, Florida 34286

Phone: (941) 429-7170

February 26, 2019

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2019-56: BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES**

**RFB DUE DATE: 2:00 PM, February 26, 2019**

**ADDENDUM NO. 3**

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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.

**QUESTIONS/ANSWERS:**

**QUESTION #1: Can you provide a copy of the prior RFB, its associated addenda, and tabsheet for reference?**

**ANSWER #1: See the attached RFB 2013-02, Addenda's 1 – 6, and the tabsheet for reference only. Please note that the documentation, forms, and requirements of the current RFB 2019-56 have been updated and changed since this prior solicitation.**

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

*Justin M. Daly*

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Justin Daly  
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: [jdaly@cityofnorthport.com](mailto:jdaly@cityofnorthport.com)

Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.3

# City of North Port



**BACKFLOW  
INSTALLATION, TESTING,  
REPAIR/REPLACEMENT  
SERVICES**

**Request for Bid No.  
2013-02**

**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS**

**CITY OF NORTH PORT, FLORIDA**

**BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES**

**RFB NO. 2013-02**

The City of North Port will receive sealed bids to secure the services of a professional, licensed, and qualified Contractor(s) capable of providing Backflow Installation, Testing, Repair/Replacement Services.

**NON-MANDATORY PRE-BID MEETING: August 31, 2012 AT 9:00 AM  
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA**

All potential Bidders are recommended to attend the non-mandatory pre-bid conference. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents.

**BID OPENING: September 12, 2012 AT 2:00 PM  
4970 CITY HALL BOULEVARD, SUITE 244, NORTH PORT, FLORIDA**

***\*\*All bids are date and time stamped in Purchasing Suite 337 first and then are opened in Suite 244\*\****

Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the city website at [www.cityofnorthport.com](http://www.cityofnorthport.com). Only the bid package is posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>. All Addendums are posted on DemandStar's website. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, CPPB, Contract Specialist, at 941-429-7172. Requests for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com). No verbal requests will be honored. Last day for questions will be September 5, 2012 @ 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: August 23, 2012  
<http://cityofnorthport.com>  
[www.demandstar.com](http://www.demandstar.com)

CITY OF NORTH PORT  
BACKFLOW INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES

RFB NO. 2013-02

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ATTACHMENT:  
Installation Diagram

City of North Port  
4970 City Hall Boulevard, Suite 337  
North Port, Florida 34286

**BACKFLOW INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES**

**RFB NO. 2013-02**

**STATEMENT OF NON-SUBMITTAL**

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a bid on the requested service **RFB No. 2013-02: BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES** for the following reason(s):

\_\_\_\_\_ insufficient time to respond to the Request for Bid.

\_\_\_\_\_ We do not offer this service.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond/insurance requirements.

\_\_\_\_\_ Specifications are unclear (explain below).

\_\_\_\_\_ OTHER (please specify below).

Remarks: \_\_\_\_\_

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

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

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

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

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

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

**Note: Statement of No Bid may be faxed in to the Purchasing Department at 941-429-7173.**

**CITY OF NORTH PORT**

**BACKFLOW INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES**

**RFB NO. 2013-02**

**INSTRUCTIONS TO BIDDERS**

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

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**DEFINITIONS:** Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- ☐ Addenda: a written change to a solicitation
- ☐ Bid: any offer submitted in response to this request for Bid.
- ☐ Bidder: One that submits a bid in response to this Request for Bid.
- ☐ Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- ☐ City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- ☐ Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- ☐ Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- ☐ Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- ☐ Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- ☐ Solicitation: The written document requesting either bids or proposals from the marketplace.



- Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

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

## **1. INSTRUCTIONS TO BIDDERS**

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

**B. EXAMINATION OF BID DOCUMENTS:** Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

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

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

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

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

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

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

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

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

### **3. PREPARATION AND SUBMISSION OF BID FORM**

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

**Bid Bond:** Each bid must be accompanied by a bidder's bond or Cashier's/Official check with their bid in the amount of at least 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents.

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

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

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

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

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

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

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

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

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

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

**5. AWARD OF BID:** The award shall be let to the lowest responsive, responsible bidder, unless other criteria are specified in the request for bids who fulfills all criteria and specifications with consideration to favorable references, qualifications and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

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

Obviously misplaced decimal points will be corrected.

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

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

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

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

**7. WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. Vendor shall provide a two (2) year warranty for parts and labor to each property owner for the work it performs.

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

**9. TAXES/FREIGHT:** The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

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

(a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;

(b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;

(c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;

(d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

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

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

**11. 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 vendor 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 vendor. Exercise of the above options requires the prior approval of the City Manager.

**12. TERMINATION OF CONTRACT:**

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

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

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

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

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

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

It shall be the responsibility of the vendor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

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

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

**16. COLLUSION:** By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to submit, or not to submit, a bid for the purpose of restricting competition; the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder

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

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

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

**19. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT:** Bidder shall be solely responsible for complying with the Florida Trench Safety Act (§§553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

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

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

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

**23. 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.

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

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

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

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

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

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

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

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

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

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

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

**28. PERFORMANCE/PAYMENT BOND:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

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



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

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

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

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

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

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

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

**35. 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.

**36. PAYMENT:**

A. Construction Contracts: Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by an affidavit of payment from the subcontractors and/or suppliers for the work performed on the last invoice that was submitted and paid by the City along with an updated work schedule to reflect progress of work. Failure to provide affidavits from subcontractors and/or suppliers for work performed or supplies provided under the immediately prior paid invoice shall result in nonpayment of the current invoice. Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent,

progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractors must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

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

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

**A. Local Business Definition:**

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

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

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

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

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

**B. Local Price Match Option:**

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

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

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

**39. DBE CONTRACT ASSURANCE (if applicable):** The vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the vendor 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 City deems appropriate.

Each subcontract the vendor or its subcontractors signs in regards to a federal aid project must include the assurance in the above paragraph (see 49 CFR 26.13(b)). The vendor and its subcontractors agree to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

#### **40. EQUAL EMPLOYMENT OPPORTUNITY**

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

##### **Equal Employment Opportunity Requirements (applicable to federally funded contracts):**

**Equal Employment Opportunity Policy:** Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**Equal Employment Opportunity Officer:** Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

**Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

**Recruitment:** When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

**Personnel Actions:** Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

- (1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- (3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.
- (4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

**Subcontracting:** Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

**Records and Reports:** Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

- (1) The number of minority and non-minority group members employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Vendors who rely in whole or in part on unions as a source of their work force).
- (3) The progress and efforts being made in locating, hiring, and training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

**41. TITLE VI NONDISCRIMINATION POLICY STATEMENT – APPENDIX A (if applicable):** During the performance of this Contract, the bidder, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City or the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the U.S. Department of Energy to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose

such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy may determine to be appropriate, including, but not limited to: a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**42. CIVIL RIGHTS – The following requirements apply to this Contract (If applicable):**

A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to this Agreement:

(1) Race, Color, Creed, National Origin, Sex – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. In addition, the bidder agrees to comply with any implementing requirements the Federal government may issue.

(2) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the bidder agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the bidder agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the bidder agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d- 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available at City offices or may be viewed online at [www.cityofnorthport.com](http://www.cityofnorthport.com)

(5) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections – To the extent applicable, the bidder agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws – The bidder agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The bidder also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

**43. 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.

**44. SCRUTINIZED COMPANIES:** For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and



costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

CITY OF NORTH PORT  
BACKFLOW INSTALLATION, TESTING,  
& REPAIR/REPLACEMENT SERVICES

RFB NO. 2013-02

SPECIAL PROVISIONS

1. **INTENT:** It is the intent of the City of North Port, Florida, to select a pool of qualified licensed plumbing contractors to provide Florida Department of Environmental Protection-mandated backflow prevention assembly services to properties at locations as identified by the City of North Port Utility Operations Staff. Installation, testing, repair and replacements must be performed by a Licensed Plumbing Contractor and certification must be performed by a Licensed Plumber who is a Certified Backflow Prevention Assembly Tester. The City anticipates the pool of plumbing contractors to provide the following services:
  - 1.1 Installation of potable water testable double check backflow prevention assemblies shall be in accordance with the Florida Building Code, Ordinance 08-19 and City Code, Chapter 78, Article V as may be amended, as well as ASSE/USC/AWWA/ASME compliant. Piping products must consist of copper or brass materials.
  - 1.2 Repair or replacement of backflow prevention assemblies in accordance with the Florida Building Code, Ordinance 08-19 and City Code, Chapter 78 Article V, as may be amended.
  - 1.3 Certification of backflow prevention assemblies utilizing City approved testing methods and equipment.
  - 1.4 Participation in all coordination meetings scheduled by the City is mandatory.
  - 1.5 All customers shall be treated with the utmost respect and given the superior customer service they have come to expect from the City.
2. **BACKGROUND:** The City of North Port approved Ordinance 08-19 on September 22, 2008, which establishes and enforces the Backflow/Cross-Connection Program in order to protect the City's potable water distribution system from harmful contaminants.
3. **TERM OF CONTRACT:** These prices shall be considered firm from October 1, 2012 through and including September 30, 2015.
4. **SCOPE OF SERVICES:** The scope of services is a general guide to the work the City expects to be performed by the plumbing contractors, and is not a complete listing of all services that may be required or desired.
  - A. **Installation:**

There are approximately 550 residential City water customers without backflow prevention devices which require Florida Department of Environmental Protection mandated backflow prevention devices be installed because of an auxiliary water

supply on or adjacent to the property. Installation must be performed by a Licensed Plumber and certification of the device must be performed by a Licensed Plumber who is a Certified Backflow Assembly Tester. Selected plumbing contractors will provide Florida Department of Environmental Protection mandated backflow prevention assembly installation services to properties identified by the City of North Port Utility Operations Staff.

The project does not include any work that may need to be performed on customer-owned piping between the water meter and the structure. Payment for additional work will be the sole responsibility of the property owner.

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

**B. Testing and Repair/Replacement:**

There are approximately 11,500 existing residential backflow prevention assemblies in the City's utility system. The customer owned backflow prevention assemblies must be inspected annually in order to ensure the backflow prevention assemblies are operating according to manufacturer's specifications and to meet State rule requirements. Residential customers of the City are given the option of requesting the City to be their agent for this annual requirement. Selected plumbing contractors will provide Florida Department of Environmental Protection mandated backflow prevention assembly testing and/or repair or replacement services to residential customer owned backflow assemblies as identified by the City of North Port Utility Operations Staff, for those residential customers who have requested the City to be their agent in this endeavor. Testing must be performed by a Licensed Plumber who is a Certified Backflow Assembly Tester. Repair and/or replacement must be performed by a Licensed Plumbing Contractor.

- 5. PROJECT REQUIREMENTS:** All plumbing contractors shall be required to perform all assigned work, whether said work is new installation, testing or repair/replacement, in accordance with the terms and conditions of the contract and the bid documents.

- A. Installation:** Plumbing contractor shall install and certify potable water testable double check backflow prevention assemblies utilizing City approved materials, methods and equipment for the properties indicated by the City. The installation shall be in accordance with the City of North Port Backflow Ordinance and the City's technical plans and specifications incorporated herein. Piping products must consist of copper or brass materials. A building permit is required for all installations.

Maximum response time for all urgent repair calls from the City under this contract shall be a phone call back to the City within 30 (thirty) minutes with physical response to location for repair within 2 (two) hours. Customers shall be contacted immediately with

an estimated time of arrival to perform necessary repairs. This shall apply 24 hours per day, seven days per week.

Plumbing contractors' participation in all coordination meetings scheduled by the City is mandatory.

All customers shall be treated with the utmost respect and given the superior customer service they have come to expect from the City. All plumbing contractors shall contact customers with notification of installation date prior to installation. In the event that contact cannot be made, plumbing contractor shall provide notification of unsuccessful attempts to City prior to performing installation.

- B. *Testing & Repair/Replacement:*** Testing of potable water backflow prevention assemblies utilizing City approved testing methods and equipment for the City issued list of addresses.

Repair of backflow prevention assemblies upon City request, shall be in accordance with the Florida Building Code, City Ordinance 08-19 and City Code, Chapter 78, Article V as may be amended. Replacement of testable double check backflow prevention assemblies upon City request shall be in accordance with the City of North Port Backflow Ordinance and the City's technical plans and specifications incorporated herein. Piping products must consist of copper or brass materials. A building permit is required for all replacements.

Maximum response time for all urgent repair calls from the City under this contract shall be a phone call back to the City within thirty (30) minutes with physical response to location for repair within (two) 2 hours. Customers shall be contacted immediately with an estimated time of arrival to perform necessary repairs. This shall apply 24 hours per day, seven days per week.

Plumbing contractors' participation in all coordination meetings scheduled by the City is mandatory.

All customers shall be treated with the utmost respect and given the superior customer service they have come to expect from the City. All plumbing contractors shall contact customers with notification of repair or replacement date prior to performing work. In the event that contact cannot be made, plumbing contractor shall provide notification of unsuccessful attempts to City prior to performing repairs or replacement.

## **6. DELIVERABLES BY CONTRACTOR FOR:**

- A. *Installation:*** For each of the addresses requested by the City to have a testable double check backflow prevention assembly device installed, the selected plumbing contractor will complete, in full, the necessary paperwork in compliance with Florida Department of Environmental Protection guidelines and submit a copy to the City of

North Port Utilities Department indicating the device has been installed and certified. North Port Utilities will assign specific addresses for installation to each plumbing contractor. Paperwork submitted to the City must be mailed or hand delivered, e-mail or fax is not acceptable. The paperwork for each installation and certification must be submitted to the Utilities Department no more than thirty (30) days after the recorded date the specific address was assigned to the selected plumbing contractor.

Installation of a backflow device will require a building permit application.

Failure to provide necessary paperwork within specified time period will halt further assignments to that plumbing contractor until all assigned work has been completed satisfactorily and proper paperwork has been submitted to the Department. Further, failure to comply with deadlines could result in a redistribution of scheduled assignments to other plumbing contractors within the pool.

- B. *Testing & Repair/Replacement:*** For each of the addresses requested by the City to have an annual backflow prevention assembly test, the selected plumbing contractor will complete, in full, the necessary paperwork in compliance with Florida Department of Environmental Protection guidelines and submit a copy to the City of North Port Utilities Department indicating passing or failure of the device. North Port Utilities will assign specific addresses for testing to each plumbing contractor. Paperwork submitted to the City must be mailed or hand delivered, e-mail or fax is not acceptable. The paperwork for each annual testing must be submitted to the Utilities Department no more than thirty (30) days after the recorded date the specific address was assigned to the selected plumbing contractor.

If a repair or replacement is required as reported by a plumbing contractor and requested by the City, the plumbing contractor will complete, in full, the necessary paperwork in compliance with Florida Department of Environmental Protection guidelines and submit a copy to the City of North Port Utilities Department within thirty (30) days after the recorded date the specific address was assigned to the selected plumbing contractor. Paperwork submitted to the City must be mailed or hand delivered, e-mail or fax is not acceptable.

Replacing a backflow device will require a building permit application.

Failure to provide necessary paperwork within specified time period will halt further assignments to that plumbing contractor until all assigned work has been completed satisfactorily and proper paperwork has been submitted to the Department. Further, failure to comply with deadlines could result in a redistribution of scheduled assignments to other plumbing contractors within the pool.

- C. *Invoices:*** All plumbing contractors shall follow the City of North Port Utilities Department's required invoice format incorporated herein.

7. **DAMAGES:** Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.
8. **CLEANING UP:** The plumbing contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the plumbing contractor to their original conditions and approved by the City. By submission of a bid, the plumbing contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to plumbing contractor may be withheld until such work is completed.
9. **WARRANTY:** The plumbing contractor shall provide a full warranty for all labor and equipment installed in conjunction with installations, repairs, and replacements for a period of two (2) years from the date of performed work. Any faulty installations, repairs or replacements will be fully corrected at no cost to the City or property owner. This will not release additional warranties required by other sections or provided by individual suppliers. The making and acceptance of payments shall not waive any claim for faulty repairs appearing after payment or for failure to adhere strictly to the contract documents. The product warranties shall be in favor of and provided to the property owner.
10. **RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:** The existence and location of underground utilities are not guaranteed and shall be investigated and verified in the field by the plumbing contractor before performing work. Excavation in the vicinity of existing structures and utilities shall be done by hand. The plumbing contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation.
11. **COMPLIANCE:** Plumbing contractors selected to participate in the pool must adhere to these General Provisions of the Backflow Installation request for bid. Should a plumbing contractor not attend a coordination meeting; refuse any assigned work under this contract; fail to adhere to the terms and conditions above; fail to provide the proper paperwork within the timelines provided above, 3 (three) times; or if the City receives 3 (three) valid customer complaints, the City reserves the right to immediately terminate the contract.
12. **CODES AND LAWS:** The successful bidder shall comply with all Federal, State, and Local laws and ordinances that affect the contract in any way.
13. **PERFORMANCE AND BID BOND:** No performance bonds shall be required for this project. No bid bond is required for this project. This paragraph supersedes the Instructions to Bidders paragraphs 3 and 28.
14. **ADDITIONAL REQUIREMENTS:** Contractor shall provide three (3) references for whom similar or comparable services have been performed, and submit the following with bid:

- 14.1 Current FWPCOA or TREEO Backflow Prevention Assembly Tester Certifications for all contractor personnel performing work under the scope of this contract
- 14.2 Current Test Kit Calibration Certificate
- 14.3 Current State of Florida Plumbing License
- 14.4 City of North Port Occupational License

- 15. INTENT OF AWARD:** The City anticipates entering into contracts with up to 5 (five) plumbers who express a desire to be included in the pool of available contractors. The contracted pricing will be inclusive of any applicable sales tax; therefore, any resulting sales tax is the sole responsibility of the service provider and will be remitted by the service provider. The contract is anticipated to have a term effective through September 30, 2015. The Bidder understands that this RFB does not constitute an agreement or a contract with the Bidder. A bid is not binding until bids are reviewed and accepted by the North Port City Commission and both parties execute a contract.

**15.1** This is a multi-award bid and will be awarded to up to five (5) firms/contractors who meet the low bid as set forth in the award criteria. Bidders are also responsible for total compliance with all other pertinent factors relating to this total bid package.

15.1.1 The awarded contracts will form a pool of plumbing contractors that will be utilized on a rotation basis. The order of rotation will be determined by a number drawing conducted at the first mandatory coordination meeting.

**15.2** The project consists of performing Florida Department of Environmental Protection mandated installation, testing, repairs, and replacements of backflow prevention assembly at locations as identified by the City of North Port Utility Operations staff; furnishing all material, equipment, and labor.

Installation, testing, repairs, and replacements must be performed by a Licensed Plumbing Contractor and certification must be performed by a Licensed Plumber who is a Certified Backflow Prevention Assembly Tester. The City anticipates the pool of contractors to provide the following services:

15.2.1 Installation of potable water backflow prevention assemblies shall be in accordance with the technical specifications incorporated herein. Piping products must consist of copper or brass materials.

15.2.2 Certification of installed backflow prevention assemblies utilizing City approved testing methods and equipment.

15.2.3 Repair of backflow prevention assemblies in accordance with the Florida Building Code, Ordinance 08-19 and City Code, Chapter 78, Article V as may be amended.

15.2.4 Replacement of double check backflow prevention assemblies shall be in accordance with the technical specifications incorporated herein. Piping products must consist of copper or brass materials.

15.2.5 Participation in all coordination meetings is mandatory.

16. **CRITERIA OF AWARD:** The City contemplates the award of five (5) separate contracts. The Contract price for each contract shall be the same, and shall be based on the lowest bid of the lowest responsible and responsive bidder (hereinafter the "lowest bid") for each of the four services: installation, testing, repair and replacement. The first contract(s) shall be awarded to the lowest responsible and responsive bidder(s) in each of the four services, subject to the application of local preference, who accepts all four lowest amounts. After the first contract(s) is awarded, the next lowest responsive and responsible bidder, who shall be determined by adding up all four services and selecting the responsive and responsible bidder who has the lowest total, shall have the opportunity to match the lowest bid. If that bidder matches the lowest bid they are awarded the next contract, subject to the application of local preference. If they choose not to match the lowest bid, the next lowest responsive and responsible bidder will be given that opportunity, subject to local preference. This process is repeated for the remaining contracts, until all five (5) contracts are awarded. If five (5) bidders willing to meet the lowest bid cannot be found, then the City may divide the work among fewer than five (5) plumbing contractors.

If a bidder who has the lowest amount in any service declines to accept the other three lowest amounts, they will not receive a contract, and their bid amounts will not be considered. As a result, the next lowest responsive and responsible bidder who offered the next lowest amount in that service category will be offered the opportunity to accept the other three lowest amounts, subject to local preference. The new lowest amount for the service category shall be the starting point for the other bidders to accept (even if they would have accepted the original lowest amount).

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



CITY OF NORTH PORT  
REQUEST FOR BID NO. 2013-02  
BACKFLOW INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES  
INSURANCE REQUIREMENTS

The successful contractor will be required to furnish proof of insurance as follows:

**WORKERS COMPENSATION:** Coverage to apply for all employees for Statutory Limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.

**COMPREHENSIVE COMMERCIAL GENERAL LIABILITY:** Occurrence from required. Aggregate must apply separately to this contract. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.

**BUSINESS AUTOMOBILE LIABILITY:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this contract.

**SPECIAL REQUIREMENTS:**

City of North Port is to be named additional insured on Comprehensive Commercial General and Business Automobile Liability Policies.

Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

**Hold Harmless:** After notification of award, the successful bidder shall indemnify and save the City harmless per the terms of **sample contract number 2013-02** attached to the bid documents. Nothing in the award, resulting agreement, or contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute §768.28.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract period. Renewal certificates shall be sent to the City thirty (30) business days prior to any expiration date. The policies shall 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. It shall be the Contractor's responsibility to notify the City Purchasing Office by written notice via certified mail, return receipt requested. It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that he/she is required to meet. All certificates of insurance meeting the required insurance provisions shall be forwarded to the City of North Port Purchasing Office.

CITY OF NORTH PORT  
REQUEST FOR BID NO. 2013-02  
BACKFLOW INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES  
BID FORM

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

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

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

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

Contractor's License No.: \_\_\_\_\_

Contractor's FEIN #: \_\_\_\_\_

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

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

**BID PRICE PER INSTALLATION** \$ \_\_\_\_\_

**BID PRICE PER TEST** \$ \_\_\_\_\_

**BID PRICE PER REPAIR (MAXIMUM)** \$ \_\_\_\_\_

**BID PRICE PER REPLACEMENT** \$ \_\_\_\_\_

\*In order to be deemed responsive the Bidder must provide a lump sum for all four categories above. Bids must be submitted on this Bid Form and be filled in legibly and correctly in ink.

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

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

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

**CHECK LIST**

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

☐ Yes, our business qualifies as a "Local Business" and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☐ Yes, our business qualifies as a North Port Local Business and has completed and attached the 'Affidavit Claiming Status as a North Port Local Business' as a part of our submission.

☐ No, our business does not qualify as a Local Business or North Port Local Business.

**Employee Bidding:** Due to the requirements of Florida Statute §112.313(12), Bidders who are City employees or advisory board members shall indicate their status below.

☐ Yes, I am an employee of the City of North Port

☐ Yes, I am serving on an Advisory Board

**Please indicate by (✓) that you have included the following documentation with your bid:**

( ) **References (3)**

( ) **The Bidder shall submit proof that the company is authorized to do business in the State of Florida**

( ) **Contractor has reviewed all the insurance requirements**

( ) **Current FWPCOA or TREEO Backflow Prevention Assembly Tester Certification**

( ) **Current Test Kit Calibration Certificate**

( ) **State of Florida Plumbing License**

*The required forms listed below **must be executed and returned** with your submittal with the exception of the Drug-Free Workplace Form. The Drug-Free Workplace Form should only be submitted if the proposer has said program in place.*

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

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

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

**AFFIDAVIT**  
**Claiming Status as a Local Business**

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

Before me, the undersigned authority, personally appeared:

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

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

**AND**

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

**AND**

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

**AND**

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

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

**ANY BIDDER THAT MISREPRESENTS ITS STATUS AS A LOCAL BUSINESS OR NORTH PORT LOCAL BUSINESS SHALL BE BARRED FROM RECEIVING ANY CITY CONTRACTS FOR A PERIOD OF THREE (3) YEARS.**

State of Florida  
County of \_\_\_\_\_

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

NOTARY SEAL:

\_\_\_\_\_

Notary Public - State of Florida

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

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

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

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

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

Before me, the undersigned authority, personally appeared:

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

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

**AND**

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

**AND**

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

\_\_\_\_\_  
\_\_\_\_\_.

**AND**

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

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

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

State of Florida  
County of \_\_\_\_\_

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

NOTARY SEAL:

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



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

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

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

**REFERENCES/CLIENT LISTING:** (List similar projects (Projects of similar scope and size, successfully completed within the past five (5) years)). **Attach additional sheets if necessary.**

1. Business/Customer Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

Project Description/Location: \_\_\_\_\_  
\_\_\_\_\_

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

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

2. Business/Customer Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

Project Description/Location: \_\_\_\_\_  
\_\_\_\_\_

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

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

3. Business/Customer Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

### EQUIPMENT

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

The following is a listing of your equipment, inclusive of manufacturer, year and condition. Condition shall be listed in accordance with the following scale: **1-Excellent; 2-Good; 3-Fair; 4-Poor.** (Attach additional sheets, if required.)

	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

### SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT 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)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

#### SUPPLIER(S)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

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

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

**NON-COLLUSIVE AFFIDAVIT**

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

Before me, the undersigned authority, personally appeared:

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

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Bidder that has submitted the attached  
proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of  
all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder 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 bidder, firm, or person to submit a collusive or sham proposal in  
connection with the work for which the attached proposal has been submitted; or have in any  
manner, directly or indirectly sought by agreement or collusion, or communication or conference  
with any bidder, firm, or person to fix the price or prices in the attached proposal or of any other  
bidder, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of  
any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement  
any advantage against City, or any person interested in the proposal work.

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

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
(Title)

State of Florida  
County of \_\_\_\_\_

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

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

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

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

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

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

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

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute §287.087 hereby certifies that  
\_\_\_\_\_ does:

*Company name*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer on 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 of 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 this firm complies fully with the above requirements.

**Signed** \_\_\_\_\_

**Dated** \_\_\_\_\_

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

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

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



**PUBLIC ENTITY CRIME INFORMATION**

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 firm  
of \_\_\_\_\_, located at  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ have read and  
understand the contents of the above.

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

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

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

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

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

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

State of Florida  
County of \_\_\_\_\_

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

NOTARY SEAL:

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

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

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

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

**STATEMENT OF ORGANIZATION**

Bidder must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture.

If the Bidder is an **INDIVIDUAL**:

Individual's Name: \_\_\_\_\_

D/B/A: \_\_\_\_\_

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

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

\_\_\_\_\_

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

If the Bidder is a **PARTNERSHIP** (Provide names and signatures of all partners):

Company Name: \_\_\_\_\_

Partner: \_\_\_\_\_

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

Partner: \_\_\_\_\_

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

Partner: \_\_\_\_\_

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

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

\_\_\_\_\_

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

(Attach additional sheets if necessary)



If the Bidder is a **CORPORATION:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ CORPORATE SEAL \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

If Bidder is a **JOINT VENTURE:**

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_

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

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

( ) Bidder shall submit proof that the company is authorized to do business in the State of Florida.

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

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

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

**SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. \_\_\_\_\_ for the construction of \_\_\_\_\_  
\_\_\_\_\_.
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.
3. My name is \_\_\_\_\_  
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of \_\_\_\_\_ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the **CITY**, and any of its agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$\_\_\_\_\_ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: \_\_\_\_\_  
\_\_\_\_\_.
7. The undersigned has appropriated \$\_\_\_\_\_ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: \_\_\_\_\_  
\_\_\_\_\_.
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

\_\_\_\_\_  
Authorized Signature/Title

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

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

\_\_\_\_\_

Notary Public - State of Florida

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

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

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



CITY OF NORTH PORT  
CONTRACT NO. 2013-02  
BACKFLOW PREVENTION ASSEMBLY INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES

THIS CONTRACT ("Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF NORTH PORT, a Municipal Corporation of the State of Florida, hereinafter referred to as the "CITY" and xxxxxxxxxxxxxxxxxxxx, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

That the parties to this Contract, in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

1. **RESPONSIBILITIES OF THE CONTRACTOR:**

A. The **CONTRACTOR** shall provide the goods and/or services, for backflow prevention assembly installation, testing, repair & replacement services as identified in the Request For Bid No. 2013-02, and the **CONTRACTOR's** bid proposal, which are incorporated herein.

B. FURNISHING OF LABOR, MATERIALS, ETC. - The **CONTRACTOR** shall provide and pay for all labor, materials, and equipment, including tools, machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No. 2013-02, and with the bid submitted by the **CONTRACTOR** and on file with the **CITY**.

The **CONTRACTOR** represents and warrants to the **CITY** that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract and bid documents, of good quality, free of defects, and in conformity with the Contract and bid documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective. **CONTRACTOR** shall provide a full warranty for all labor and equipment installed in conjunction with installations, repairs, and replacements for a period of two (2) years from the date of performed work. Any faulty installations, repairs or replacements will be fully corrected at no cost to the **CITY** or property owner. This will not release additional warranties required by other sections or provided by individual suppliers. The making and acceptance of payments shall not waive any claim for faulty repairs appearing after payment or for failure to adhere strictly to the contract documents. The product warranties shall be in favor of and provided to the property owner.

2. **CONTRACT TERM:** This Contract shall begin October 1, 2012, and end on September 30, 2015.

3. **CONTRACT PRICE:**

A. Installation services will be compensated at a rate of \$ \_\_\_\_\_ for each testable double check backflow prevention assembly installed, which shall include the cost of the

required building permit, certification of the device, and the cost of the testable double check backflow prevention assembly. Installation of potable water backflow prevention assemblies shall be in accordance with the Florida Building Code, Ordinance 08-19 and City Code, Chapter 78, Article V as may be amended, as well as ASSE/USC/AWWA/ASME compliant. Piping products must consist of copper or brass materials.

B. Testing services shall be compensated at a rate of \$\_\_\_\_\_ for each testable backflow prevention assembly certified.

C. Repair services shall be compensated at actual cost, but no more than the maximum rate of \$\_\_\_\_\_ which shall include the cost to certify the backflow device after repairs are completed.

D. Replacement service shall be compensated at a rate of \$\_\_\_\_\_ which shall include the cost of the required building permit, certification of the backflow device after replacement, and the cost of the testable double check backflow prevention assembly. Replacement of backflow prevention assemblies shall be in accordance with the Florida Building Code, City Ordinance 08-19 and City Code, Chapter 78, Article V, as may be amended, as well as ASSE/USC/AWWA/ASME compliant. Piping products must consist of copper or brass materials.

E. The contracted pricing above will be inclusive of any applicable sales tax; therefore, any resulting sales tax is the sole responsibility of the plumbing contractor and will be remitted by the **CONTRACTOR**.

F. The **CONTRACTOR** acknowledges and agrees that no minimum level of work is guaranteed by the **CITY** through this Contract.

4. **PAYMENT:** The **CITY** shall pay the **CONTRACTOR** through payment issued by the Finance Department, upon receipt of the **CONTRACTOR's** invoice and written approval of same by the **CITY's** Administrative Agent indicating that services have been rendered in conformity with this Contract. The **CONTRACTOR** shall submit an invoice for payment to the **CITY** for those specific tasks that were completed during that invoicing period. Requests for payment must be submitted to the **CITY** on a form approved by the **CITY**. Price shall be net and all invoices payable according to the Florida Prompt Payment Act (F.S. Ch. 218).

5. **INSURANCE:**

A. The **CONTRACTOR** shall be required to, and shall procure and maintain, the following types of insurance coverage and shall furnish certificates representing such insurance during the life of this Contract.

The policies of insurance shall be written on standard forms and placed with an insurance carrier, both approved and licensed by the Department of Insurance of the State of Florida. Said policies shall include the **CITY OF NORTH PORT** as additional named insured, except for Worker's Compensation Insurance. No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or

designee may alter the amounts or types of insurance policies required by this Contract upon agreement with **CONTRACTOR**.

i. WORKERS COMPENSATION: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.

ii. COMPREHENSIVE COMMERCIAL GENERAL LIABILITY: Occurrence from required. Aggregate must apply separately to this Contract. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.

iii. BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

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

**B. POLICY FORM**

i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the **CITY's** Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the **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.

iii. Each insurance policy required by this Contract shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with

the policy provisions. The **CONTRACTOR** is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

iv. The **CITY** shall retain the right to review, at any time, coverage, form, and amount of insurance.

v. The procuring of required policies of insurance shall not be construed to limit **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.

vi. 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.

vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the **CITY**'s Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the **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.

viii. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the **CITY**'s Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the **CITY**'s Purchasing Office before the **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.

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

## **6. INDEMNIFICATION:**

The **CONTRACTOR** shall pay on behalf of or indemnify and hold harmless the **CITY**, its Commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence,

recklessness, or intentional wrongful misconduct of the **CONTRACTOR** (or **CONTRACTOR's** officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of 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 the address provided in Section 9. Notification may also be provided by fax transmission to the number provided in Section 9, if provided.

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).

7. **TERMINATION:** The City Manager or designee may terminate this Contract, without cause, upon thirty (30) days prior written notice to the **CONTRACTOR**. In that event, the **CITY** shall pay the **CONTRACTOR** in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the **CITY**, less payments already made to the **CONTRACTOR**, and any amounts withheld by the **CITY** to settle claims against or to pay indebtedness of the **CONTRACTOR** in accordance with the provisions of the Contract. If **CONTRACTOR** fails to attend a mandatory meeting, fails to properly complete and return paperwork to the **CITY** within the thirty (30) day period three times, or receives verified customer service complaints three times, the City Manager or designee may, in his/her sole discretion, terminate this Contract immediately.

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

8. **FUNDING IN SUBSEQUENT FISCAL YEARS:** It is expressly understood by the **CITY** and the **CONTRACTOR** that funding for any subsequent fiscal year 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.

9. **NOTICES:**

Any notice, demand or request required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when personally delivered or when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:  
City Manager  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286-4100

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. \_\_\_\_\_

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

10. **INDEPENDENT CONTRACTOR:** The **CONTRACTOR** is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the **CITY**. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the **CONTRACTOR'S** sole direction, supervision, and control. The **CONTRACTOR** shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the **CONTRACTOR'S** relationship and the relationship of its employees to the **CITY** shall be that of an independent **CONTRACTOR** and not as employees or agents of the **CITY**. The **CONTRACTOR** does not have the power or authority to bind the **CITY** in any promise, agreement or representation other than as specifically provided for in this Contract. The **CONTRACTOR** shall not pledge the **CITY'S** credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The **CONTRACTOR** further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

11. **LICENSES AND PERMITS/CONSTRUCTION LAWS AND REGULATIONS:** The **CONTRACTOR** shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees thereof.

The **CONTRACTOR** shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the **CONTRACTOR** shall notify the **CITY** promptly on the discovery of such variance.

12. **AMENDMENT:** This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to **CONTRACTOR**. The City Commission shall approve all increases in compensation under this Contract. This writing constitutes the entire agreement between the parties hereto, and may be modified only by instrument in writing and signed by the parties.

13. **WAIVER:** A waiver by either **CITY** or **CONTRACTOR** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14. **ASSIGNMENT:** The **CONTRACTOR** shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the **CONTRACTOR** from the **CITY** under this 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**.

15. **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.

16. **VENUE AND CHOICE OF LAW:** 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.

17. **SEVERENCE:** The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

18. **CONFLICTS:** In the event of any disagreement between the provisions of this Contract and the Request For Bid No. 2013-02 documents and specifications which are expressly incorporated herein, this Contract shall control.

19. **ENTIRE AGREEMENT:** This Contract (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract



IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, in the year and date first above written.

CITY OF NORTH PORT

Attest: \_\_\_\_\_

Helen Raimbeau  
City Clerk, MMC

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

Jonathan R. Lewis, ICMA-CM  
City Manager

Approved as to Form and Correctness:

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

Robert K. Robinson  
City Attorney

CONTRACTOR

Witness: \_\_\_\_\_

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



**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
**Phone: (941) 429-7170**  
**Facsimile: (941)429-7173**

September 11, 2012

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2013-02 BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES

RFB DUE DATE: September 12, 2012 AT 2:00 PM

ADDENDUM NO. 6

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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.

ITEM #1: A 5% bid bond will not be required for this project.

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

*Alla V. Skipper*

---

Alla V. Skipper, CPPB  
Contract Specialist  
Purchasing Department  
4970 City Hall Blvd.  
North Port, Florida 34286

Tel: 941.429.7172

Fax: 941.429.7173

E-mail: [askipper@cityofnorthport.com](mailto:askipper@cityofnorthport.com)

Receipt of Addendum No. 6 shall be noted within the Bid Form in the appropriate section.

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.

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 _____

Company Name \_\_\_\_\_

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

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

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

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

Name (typed or printed) \_\_\_\_\_

Title of Undersigned \_\_\_\_\_

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

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

FEID# \_\_\_\_\_

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

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

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



**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170  
Facsimile: (941) 429-7173

September 10, 2012

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2013-02 BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES

RFB DUE DATE: September 12, 2012 AT 2:00 PM

ADDENDUM NO. 5

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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 ~~strike-throughs~~ 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.

ITEM #1: The Addendum acknowledgement section was inadvertently left out of the bid, please see the form below to complete and return with bid.

ITEM #2: Florida Trench and Safety Act is not applicable for this project.

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

*Alla V. Skipper*

---

Alla V. Skipper, CPPB  
Contract Specialist  
Purchasing Department  
4970 City Hall Blvd.  
North Port, Florida 34286

Tel: 941.429.7172

Fax: 941.429.7173

E-mail: [askipper@cityofnorthport.com](mailto:askipper@cityofnorthport.com)

Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.

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.

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 _____

Company Name \_\_\_\_\_

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

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

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

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

Name (typed or printed) \_\_\_\_\_

Title of Undersigned \_\_\_\_\_

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

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

FEID# \_\_\_\_\_

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

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

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



**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170  
Facsimile: (941) 429-7173

September 6, 2012

TO: PROSPECTIVE BIDDERS  
RE: RFB NO. 2013-02 BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES  
RFB DUE DATE: September 12, 2012 AT 2:00 PM **ADDENDUM NO. 4**

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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.

**ITEM #1: QUESTIONS/ANSWERS:**

**Q5:** Reference is made to Item 25 on page 12 of the RFB. I sit on the Utility Advisory Board. Will I be required to comply with this section even if all three of the criteria in (12)(b) Exemptions are met?

**A5:** For an RFB, there are two ways an advisory board member may qualify to submit and be awarded a bid. They may seek a waiver from the City Commission at a public meeting, or they may meet the requirements of §112.313(12)(b). Due to the time constraints involved in the bid process, it may be easier to comply with subsection b. The advisory board member will have to file a statement with the Sarasota County Supervisor of Elections disclosing his interest, and the nature of the intended business with the City, prior to or at the time of submission of the bid. The Commission on Ethics has developed a form for this purpose, which is attached. In addition, the City must determine if both (b)(1) and (b)(2) have been complied with, which are both factual questions. Form attached.

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

*Alla V. Skipper*

---

Alla V. Skipper, CPPB  
Contract Specialist  
Purchasing Department  
4970 City Hall Blvd.  
North Port, Florida 34286

Tel: 941.429.7172

Fax: 941.429.7173

E-mail: [askipper@cityofnorthport.com](mailto:askipper@cityofnorthport.com)

Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.

# FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
MAILING ADDRESS	AGENCY
CITY                      ZIP                      COUNTY	ADDRESS OF AGENCY

## WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. *See* Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouses's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

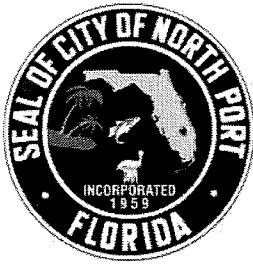
## INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

## FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 3600 Maclay Blvd. South, Suite 201, Tallahassee, FL 32312. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170  
Facsimile: (941) 429-7173

September 5, 2012

TO: PROSPECTIVE BIDDERS  
RE: RFB NO. 2013-02 BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES  
RFB DUE DATE: September 12, 2012 AT 2:00 PM ADDENDUM NO. 3

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 ~~strike-throughs~~ 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.

**ITEM #1:** Reference is made to The Scope of Work and Project Requirements delineated in the RFB.

Q1: Testing: The size and type of the assemblies is not specified. Are all of the assemblies  $\frac{3}{4}$ " and are they all DCVA's?

A1: The majority of the assemblies are  $\frac{3}{4}$ ", however there are some that are 1". The City has both DCVA's and RP assemblies in the City.

Q2: Installation: The size of the assemblies is not specified. Are all of the assemblies  $\frac{3}{4}$ "?

A2: The majority of the assemblies are  $\frac{3}{4}$ ", however there are some that are 1".

Q3: Repair; and, Replacement: The size and type of the assemblies is not specified. Are all of the assemblies  $\frac{3}{4}$ " and are they all DCVA's?

A3: The majority of the assemblies are  $\frac{3}{4}$ "; however there are some that are 1". The City has both DCVA's and RP assemblies in the City.

**ITEM #2:** Q4: When the work is ordered, will the work be on contiguous properties?

A4: Yes, we divide the work based on meter reading cycle and route which keeps the majority of the work in the same area. There will be cases when there are some addresses that are out of cycle and not in the same area.

Q5: Reference is made to Item 25 on page 12 of the RFB. I sit on the Utility Advisory Board. Will I be required to comply with this section even if all three of the criteria in (12)(b) Exemptions are met?

A5: This item will be addressed in addendum #4.

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

*Alla V. Skipper*

Alla V. Skipper, CPPB  
Contract Specialist  
Purchasing Department  
4970 City Hall Blvd.  
North Port, Florida 34286



**Tel: 941.429.7172**

**Fax: 941.429.7173**

**E-mail: [askipper@cityofnorthport.com](mailto:askipper@cityofnorthport.com)**

**Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.**



**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170  
Facsimile: (941) 429-7173

September 4, 2012

TO: PROSPECTIVE BIDDERS  
RE: RFB NO. 2013-02 BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES  
RFB DUE DATE: September 12, 2012 AT 2:00 PM **ADDENDUM NO. 2**

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 ~~strike throughs~~ 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.

- ITEM #1:** **CLARIFICATION:** In accordance with the sample contract pages 54-55, the Contractor is to include the cost of the required building permit in the amount of \$45 with the installation fee and the \$45 fee shall be included with the replacement service.
- ITEM #2:** **SPECIAL PROVISIONS, page 27, DELETE THE FOLLOWING: #9. WARRANTY:** ~~The plumbing contractor shall provide a full warranty for all labor and equipment installed in conjunction with installations, repairs, and replacements for a period of two (2) years from the date of performed work.~~ **AND REPLACE WITH: #9. WARRANTY:** The plumbing contractor shall provide a full warranty for all labor and equipment installed in conjunction with installations, repairs, and replacements for a period of one (1) year from the date of performed work.
- ITEM #3:** **CLARIFICATION:** Type L or K copper must be used on new install. On replacement, if type M exists it will be grandfathered in. If PVC exists it will be replaced by Type L or K.

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

*Alla V. Skipper*

\_\_\_\_\_  
Alla V. Skipper, CPPB  
Contract Specialist  
Purchasing Department  
4970 City Hall Blvd.  
North Port, Florida 34286

Tel: 941.429.7172  
Fax: 941.429.7173  
E-mail: [askipper@cityofnorthport.com](mailto:askipper@cityofnorthport.com)

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





**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170

August 28, 2012

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2013-02 BACKFLOW INSTALLATION, TESTING, REPAIR/REPLACEMENT SERVICES

RFB DUE DATE: September 12, 2012 AT 2:00 PM

ADDENDUM NO. 1

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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.

**ITEM #1: PRE-BID TIME CHANGE ONLY:**

NON-MANDATORY PRE-BID MEETING: **August 31, 2012 AT (DELETE 9:00 AM) AND REPLACE WITH 11:00 AM @ 4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA.**

All potential Bidders are recommended to attend the non-mandatory pre-bid conference. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents.

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

*Alla V. Skipper*

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Alla V. Skipper, CPPB  
Contract Specialist  
Purchasing Department  
4970 City Hall Blvd.  
North Port, Florida 34286

Tel: 941.429.7172

Fax: 941.429.7173

E-mail: [askipper@cityofnorthport.com](mailto:askipper@cityofnorthport.com)

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  
OFFICIAL BID TABULATION 'AS READ AT BID OPENING'  
BACKFLOW INSTALLATION, TESTING, & REPAIR/REPLACEMENT SERVICES  
BID NO. 2013-02 BID OPENING DATE: 9/12/2012  
DEPT: UTILITIES

BID PRICE PER INSTALLATION	BID PRICE PER INSTALLATION	BID PRICE PER TEST	BID PRICE PER REPAIR	BID PRICE PER REPLACEMENT
Plumber John	339.00	23.75	144.40	231.00
Russ's Plumbing	250.00	20.00	150.00	250.00
Circle Plumbing Inc.	282.00	19.00	171.00	282.00
Ray's Plumbing	323.00	17.35	180.32	297.00
Aqua Services, Inc.	470.00	18.00	200.00	370.00
Precision Backflow, LLC.	395.00	18.00	140.00	270.00
Apollo Construction & Eng. Services	466.64	33.17	109.90	240.31
Casey-Mar Inc. dba Casey Plumbing	300.00	15.00	75.00	200.00
Mack Renick PLBG Inc				
LaPensee Plumbing & Pools	335.00	13.00	150.00	250.00
Swift Plumbing	300.00	15.00	60.00	200.00

DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute No. 119.07 (1) (b) 1.a., the CITY OF NORTH PORT does hereby declare that all bid documents relating to Bid No. 2013-02 are exempt from public record for a period of 30 days, or until such time as the CITY declares intent with regard to disposition whichever comes first.

Bid No. 2013-02 opened this 12TH day of SEPTEMBER, 2012 in City Hall, Room 244, the City of North Port, Sarasota County, Florida at 2:00 PM (EST).

OPENED BY:

ALLA SKIPPER, CPPB, CONTRACT SPECIALIST

AND

HELEN RAIMBEAU, MMC CITY CLERK  
ATTEST:





**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170

March 5, 2019

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2019-56: BACKFLOW INSTALLATION, TESTING, AND REPAIR/REPLACEMENT SERVICES**

**DUE DATE MODIFICATION:**

**RFB DUE DATE: ~~2:00 PM, February 26, 2019~~ 2:00 PM, MARCH 12, 2019**

**ADDENDUM NO. 4**

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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 ~~strike-throughs~~ 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.

**QUESTIONS/ANSWERS:**

**QUESTION #1: Is the City utilizing a web-based reporting system for the test reports?**

**ANSWER #1: No.**

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

*Justin M. Daly*

---

**Justin Daly**  
**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: [jdaly@cityofnorthport.com](mailto:jdaly@cityofnorthport.com)**

**Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.**

End of Addendum No.4