

# City of North Port



## **REQUEST FOR BID NO. 2023-26**

**HURRICANE IAN REPLACEMENT GYMNASIUM FLOORING  
AT THE MORGAN FAMILY COMMUNITY CENTER  
CITY OF NORTH PORT**



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



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS**

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

**REQUEST FOR BID 2023-26**  
**HURRICANE IAN REPLACEMENT GYMNASIUM FLOORING AT MORGAN FAMILY COMMUNITY CENTER CITY OF NORTH PORT**

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

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

**BID OPENING: MARCH 21, 2023, AT 2:00 PM**  
**4970 CITY HALL BOULEVARD, SUITE 337A, NORTH PORT, FLORIDA**

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

Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the CITY website at [www.northportfl.gov](http://www.northportfl.gov). Bid documents are posted on the CITY FTP site at <https://www.northportfl.gov/files> (go to the drop down box, select Purchasing and scroll to Project RFB No. 2023-26; however, the only place to obtain addenda is 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 Geoff Thomas, Contract Administrator, at 941.429.7102. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **MARCH 14, 2023, 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: ASAP**

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

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**STATEMENT OF NON-SUBMITTAL**

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

We the undersigned have declined to submit a bid on the requested Request for Bid **2023-26**  
**MORGAN FAMILY COMMUNITY CENTER GYMNASIUM FLOOR REPLACEMENT**

for the following reason(s):

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

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**REMARKS:** \_\_\_\_\_

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

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

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

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

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

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

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

## SECTION I

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

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

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

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

### 1. INSTRUCTIONS TO CONTRACTORS

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

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

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

It shall be the responsibility of the CONTRACTOR, prior to submitting their response, to either visit [www.demandstar.com](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 CONTRACTOR shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful CONTRACTOR from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

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

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

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

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

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

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

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

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

**Bid Form:** Bids shall be made on forms supplied by the CITY, or as otherwise specified. Each bid must state the name of the CONTRACTOR, the CONTRACTOR's full business address and state the type of business entity, followed by the

original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the CONTRACTOR. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

Obviously misplaced decimal points will be corrected.

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

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

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

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

Award is subject to approval of CITY's budget.

**5. BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the CITY Hall, 4970 CITY Hall Boulevard, North Port, Florida and on DemandStar's website at [www.demandstar.com](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.

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

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

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

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



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

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

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

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

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

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

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

**11. TERMINATION OF CONTRACT:**

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

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

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

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

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

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

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

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

The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services contained herein which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

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

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

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

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

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

**18. EQUAL EMPLOYMENT OPPORTUNITY:** The CITY of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all CONTRACTORS that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this

advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

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

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

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

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

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@northportfl.gov.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the Contractor by the CITY upon request.

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

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

~~Upon such default the CITY may immediately award the bid to the next lowest responsive and responsible CONTRACTOR, and recover from the original successful CONTRACTOR the difference in cost between the original winning bid and the next lowest responsive and responsible CONTRACTOR. A Payment and Performance Bond is not required for this work.~~

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

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

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

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

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

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

**36. UNAUTHORIZED ALIEN CLAUSE:** The CITY of North Port will not intentionally award publicly funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The CITY shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation

by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the CITY.

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

**38. LOCAL PREFERENCE:** ~~CONTRACTOR may claim the Local Preference if CONTRACTOR qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the CITY of North Port.~~ **(NOT APPLICABLE)**

**A. ~~Local Business Definition:~~**

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

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

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

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

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

**B. ~~Local Price Match Option:~~**

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

~~receive the award. If no eligible North Port local business CONTRACTOR can match the low bid, the award shall be made to the original lowest responsive and responsible local business CONTRACTOR who matches the low bid. If no eligible local business CONTRACTOR can match the low bid, the award shall be made to the lowest responsive and responsible CONTRACTOR, regardless of local business status.~~

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

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

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

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

**42. INSURANCE REQUIREMENTS:** The successful CONTRACTOR shall be required to supply, at their cost, insurance coverage in form and amount as required by the CITY, as outlined in the bid specifications.

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

**44. SCRUTINIZED COMPANIES:**

- A. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a Contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
  - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel: and
  - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and
  - 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:



1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

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

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

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

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

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

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

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

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

**END OF SECTION I**

## SECTION II

### SPECIAL PROVISIONS

**SP-01 INTENT/TERM AND FORM OF CONTRACT:** It is the intent of the CITY of North Port to secure the services of an experienced and qualified Contractor capable of providing replacement of gymnasium flooring at the Morgan Family Community Center, 6207 W. Price Blvd., North Port, FL 34291. The CITY has a high expectation level for services to be provided. Due to the impacts of Hurricane Ian, the existing gymnasium floor was damaged beyond repair. The damaged flooring was removed, and the gymnasium remains closed to the public. The City is looking to replace the floor with an Action Cush I Floor System (or comparable) along with all necessary preparations for installation. The floor is approximately 131' x 88'.

Work can be completed any time during the Morgan Family Community Center's regular operating hours which are as follows. Monday thru Friday 5:30 am – 9:00 pm; Saturdays 8:00 am – 4:00 pm and closed on Sundays.

The City is looking to have the project completed with 180 days of award of this bid.

This is a PERFORMANCE BASED Contract, and the CITY will pay for ONLY the actual services performed in accordance with the requirements of this solicitation.

**The term of this Contract shall be from the date of award through and including September 30, 2023.**

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

#### **SP-03 SCOPE OF WORK**

- The City of North Port desires to replace the gym floor damaged by Hurricane Ian. The flooring was removed due to extensive water intrusion. The existing slab will need confirmation and any preparation to accept the new flooring. The concrete subfloor shall be determined dry by industry standard testing procedures and free of foreign materials.
- The City desires to have the Contractor provide and install the Action Cush I by Action Floor Systems or comparable flooring system. The Action Cush brand name is the reference flooring to set the standard of flooring expected by the City.
- The existing gymnasium measures 131' x 88'.
- The City desires to have Second Grade or better Northern Hard Maple for the floor material, including any necessary vapor barriers, sheathing, or underlayment.
- The Contractor will provide all materials, equipment, supplies, freight, labor and supervision necessary for the floor installation. New flooring materials (prior to installation) must be stored in a dry, well-ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible

with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied.

- The gymnasium will be lined for three basketball courts and two volleyball courts. General Contractor shall secure floor area after floor is finished to allow proper cure time. If general contractor or owner requires use of gym after proper cure time, they shall protect the floor by covering with non-marring craft paper or red rosin paper with taped joints until acceptance by owner of complete gymnasium floor.
- The Contractor is responsible for the clean up of all unused materials and debris and remove from premises, properly dispose of all waste materials.
- A manufacturer's warranty for material and a Contractor warranty for installation shall be identified in the response to this request for bid. The Dimensions of the painted boundary and basketball court lines must be for a standard regulation court.

### C. CITY'S RIGHT TO INSPECT

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

### SP-06 QUALITY ASSURANCE REQUIREMENTS

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

#### a) Inspection

- The Contractor's supervisor shall be required to conduct performance walk-through inspections for all facilities with the Facilities Manager or designee monthly. The performance walk-through inspections shall be rated in accordance with standards on required tasks indicated within this Agreement.
- b) Failure to coordinate monthly walk-through inspections with CITY Personnel shall result in the CITY withholding payment to the Contractor until the inspection has been completed and applicable liquidated damages.
- c) The Contractor, at the request of the CITY, will remain flexible at all times to fulfill any unforeseen or unusual cleaning tasks, which may be necessary from time to time. Such work is not to be construed to occur on an on-going basis. The cost for these tasks, which are not specifically stated or listed in the Exhibits, shall be negotiated by the Procurement Office and approved through the CITY's Change Order policy.

### SP-07 CONTRACTOR EMPLOYEES

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

- b) **CONTRACT MANAGEMENT:** The CITY shall conduct monthly performance reviews relating to the services performed by the Contractor. Results shall be submitted to the Contractor.
- c) The CITY reserves the right to cancel this Contract in its entirety should the Contractor fail to meet the response time or performance requirements five (5) times within any six (6) month period.
- d) **DEFICIENCY REPORTING AND RECTIFICATION PROCESS:** The CITY will e-mail a deficiency report to the designated supervisor the day the deficiency is reported.
- e) Contractor shall be required to e-mail the notice to the CITY Representative indicating the deficiency has been rectified. The CITY will inspect and determine if the deficiency was rectified to the CITY's satisfaction and in accordance with this bid solicitation requirements

#### **SP-08 BIDDER REQUIREMENTS**

- a) **At the time of submitting a Bid, the Bidder shall have been in business for a minimum of TWO (2) CONSECUTIVE YEARS and shall be currently permitted to legally perform services within the State of Florida.** Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.
- b) At the time of submitting a Bid, the Bidder shall demonstrate a minimum of **TWO (2) CONSECUTIVE YEARS OF GYM FLOOR REPLACEMENT SERVICES.**
- c) At least two (2) of the Bidder's references shall be located in the State of Florida. The Bidder shall provide references for meeting these requirements on the Reference Form and the references shall be used in determining if a Bidder is responsible. Additional documentation may be submitted with your Submittal Package. In the event the Bidder has performed work for the CITY of North Port, the CITY's experience shall be considered when evaluating references for determining a responsible Bidder. The CITY reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder. Bidders not demonstrating minimum similar and acceptable experience may be deemed non-responsible.
- d) In the event of FRANCHISE companies, Bidder shall be required to own the franchise location proposed to provide services. Bidder shall provide written certification they OWN the franchise proposing services. The CITY WILL NOT ACCEPT or EVALUATE submittals received from parent franchise companies.
- e) No bid submittal shall be accepted from, nor will any contract be awarded to, any person/company/contractor/firm, who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the CITY, or who is deemed irresponsible or unreliable by the CITY.
- f) As a part of the evaluation process, the CITY may conduct a background investigation including a record check by the North Port Police Department. Bidder's submission constitutes acknowledgement of the process and consent to such investigation. The CITY shall be the sole judge in determining CONTRACTOR's qualifications.
- g) Failure to submit contract award requirements within the above stated timeframe shall cause the CITY to deem the Bidder non-responsive. The Bidder **shall meet all minimum requirements stated and shall provide copies and/or written documentation.**

**SP-09 CRITERIA FOR AWARD:** The award of this bid will be in total , to the lowest, responsive, responsible bidder. Other consideration of award may be experience/qualifications, client list and equipment list. Any unfavorable reference may be cause to deem a bidder non-responsive.

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

**SUBMISSION CHECKLIST**  
**Attachment 1**

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

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

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

**INCLUDED**

- \_\_\_\_\_ Attachment 1 Submission Checklist
- \_\_\_\_\_ Attachment 2 Label
- \_\_\_\_\_ Attachment 3 (exhibit 1) – Excel Tabulation - Price Schedule on USB drive in excel format only.
- \_\_\_\_\_ Attachment 4 Insurance Requirements (Read and acknowledge)
- \_\_\_\_\_ Attachment 5 Bid Form (**TOTAL PROJECT COST READ AT BID OPENING**)
- \_\_\_\_\_ Attachment 6 Statement of Organization
- \_\_\_\_\_ Attachment 7 Addenda Acknowledgement and Bond Information
- \_\_\_\_\_ Attachment 8 Equipment & Source of Supply/Subcontractor List Form
- \_\_\_\_\_ Attachment 9 (A). Qualifications and (B). References
- \_\_\_\_\_ Attachment 19 Bid Bond (**MUST USE THIS FORM**)

Bidder Statement:

We understand the requirements requested and agree to fully comply.

**BIDDER'S NAME TITLE** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**AUTHORIZED SIGNATURE DATE** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

ATTACHMENT 2

**SEALED RFB ENVELOPE LABEL**

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

PLEASE PRINT CLEARLY

|   |           |
|---|-----------|
| <b>SEALED RFB DOCUMENTS – DO NOT OPEN</b>                         |           |
| RFB #: _____  |           |
| RFB TITLE: _____  |           |
| DATE DUE: _____   |           |
| TIME DUE: _____   |           |
| SUBMITTED BY: _____   |           |
| (Name of Company)   |           |
| _____   | _____     |
| e-mail address  | Telephone |
| Deliver to:   |           |
| <b>City of North Port</b>   |           |
| <b>Finance Department - Purchasing Division</b>                   |           |
| <b>Geoff Thomas, Contract Administrator I</b>                     |           |
| <b>4970 City Hall, 3rd Floor, Suite 337</b>                       |           |
| <b>North Port, Florida 34286</b>                                  |           |
| <b>RFB NO. 2023-026</b>   |           |
| <b>Replacement Flooring at the Morgan Family Community Center</b> |           |

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

# BID SCHEDULE IN EXCEL FORMAT

## SEPARATE ATTACHMENT

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

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

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



**Attachment 1.1**

**GENERAL INSURANCE**

A. Insurance.

- (1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written 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 the Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.
- (2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must 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.

B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for bodily injury or disease. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

C. Comprehensive Commercial General Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

D. Automobile Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a

### Attachment 1.1

standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its 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, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.
- F. Policy Form.
- (1) All policies required by this Contract, except for Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must 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.
  - (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
  - (3) Each insurance policy required by this Contract must:
    - (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 must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is

**Attachment 1.1**

to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.

- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). 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 Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

**SECTION IV  
ATTACHMENT 5:  
BID FORM**

Name of Bidder/Company Name: \_\_\_\_\_

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

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

Bidder/Company Telephone Number: \_\_\_\_\_

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

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

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

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

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2023-26**

**MORGAN FAMILY COMMUNITY CENTER GYMNASIUM FLOOR REPLACEMENT**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

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

**PROJECT TOTAL:**

\_\_\_\_\_ \$ \_\_\_\_\_

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

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

Signed (*Person authorized to bind the company*): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

ATTACHMENT 6:

STATEMENT OF ORGANIZATION

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

Company Name \_\_\_\_\_

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

Main Office Address \_\_\_\_\_

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

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

Office Address \_\_\_\_\_

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

Telephone # \_\_\_\_\_ E-mail \_\_\_\_\_ Fax # \_\_\_\_\_

Name & Title of Firm Representative \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

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

(Please

Check One)

Is this a Florida Corporation:  Yes or  No

If not a Florida Corporation,

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

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

Is it in good standing:  Yes or  No

Authorized to transact business in Florida:  Yes or  No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

Does it use a registered fictitious name:  Yes or  No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

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

\_\_\_\_\_

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

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Signed (*Person authorized to bind the company*): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

**ATTACHMENT 7:**

**ADDENDA AND BOND INFORMATION**

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

|                     |  |       |  |                     |  |       |  |
|---------------------|--|-------|--|---------------------|--|-------|--|
| <b>Addendum No.</b> |  | Dated |  | <b>Addendum No.</b> |  | Dated |  |
| <b>Addendum No.</b> |  | Dated |  | <b>Addendum No.</b> |  | Dated |  |
| <b>Addendum No.</b> |  | Dated |  | <b>Addendum No.</b> |  | Dated |  |
| <b>Addendum No.</b> |  | Dated |  | <b>Addendum No.</b> |  | Dated |  |

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

**BID BOND: ACCOMPANYING THIS PROPOSAL IS** \_\_\_\_\_

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

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

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

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

**Signed (Person authorized to bind the company):** \_\_\_\_\_

**Name (printed):** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**ATTACHMENT 8:**

**EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

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

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

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

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

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

**SOURCE OF SUPPLY AND SUBCONTRACTOR FORM**

The following sources of supply and subcontractors shall be used for the **RFB NO. 2023-26**

**MORGAN FAMILY COMMUNITY CENTER GYMNASIUM FLOOR REPLACEMENT**

. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

**SUBCONTRACTOR(S)**

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

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

**SUPPLIER(S)**

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

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

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



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

**A. QUALIFICATIONS**

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

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

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

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

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

State the number of years and months in business: \_\_\_\_\_ Years \_\_\_\_\_ Months

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

3. FRANCHISE COMPANIES:

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

4. Have you enclosed written proof of ownership must be submitted with your response.  
Check One:  YES  NO

**b) PERFORMANCE QUESTIONNAIRE – CONTRACTORS shall complete the following questionnaire in its entirety:**

5. Has the CONTRACTOR ever failed to complete a contract/project awarded to them?  
Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for failure to complete: \_\_\_\_\_

6. Has the CONTRACTOR ever defaulted on any awarded contract/project?

Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for default: \_\_\_\_\_

7. Does the CONTRACTOR have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?

Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Does the CONTRACTOR have pervious: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?

Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for debarment or suspension: \_\_\_\_\_

10. Location of Working Office that will provide services:

- \_\_\_ Less Than 100 miles CITY limits
- \_\_\_ More than 100 miles CITY limits
- \_\_\_ No local office presence

**B. REFERENCES**

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

1. Business/Customer Name: \_\_\_\_\_

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

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

2. Business/Customer Name: \_\_\_\_\_

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

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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

Signed (*Person authorized to bind the company*): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

3. Business/Customer Name: \_\_\_\_\_

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

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

4. Business/Customer Name: \_\_\_\_\_

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

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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

Signed (*Person authorized to bind the company*): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

5. Business/Customer Name: \_\_\_\_\_

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

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

6. Business/Customer Name: \_\_\_\_\_

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

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 19:  
CITY OF NORTH PORT**

**BID BOND**

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

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

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated \_\_\_\_\_, for **(RFB NO. 2023-26)**. CITYWIDE Morgan Family Community Center Gym Floor Replacement.

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

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

Witness as to Principal: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(Principal)

(By)

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**Attachment 2.1**

**GENERAL INDEMNITY, DEFENSE, AND RELEASE**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
  
- B. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.**
  
- C. The City must provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
  
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must 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 must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
  
- E. This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.
  
- F. The terms of this section survive the termination or completion of this Contract.

**Attachment 5**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

- 1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Attachment 5**

**Attachment 6**

**NON-COLLUSIVE AFFIDAVIT**

Before me, the undersigned authority ("Affiant"), personally appeared:

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

1. Affiant is the \_\_\_\_\_ [*insert Owner, Partner, Officer, Representative or Agent*] of \_\_\_\_\_, [*insert name of Contractor*] the Respondent that has submitted the attached reply;
2. Affiant 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 on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SWORN ACKNOWLEDGMENT**

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

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

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**Attachment 7**  
**CONFLICT OF INTEREST FORM**

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

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

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

Identify the position and/or board: \_\_\_\_\_

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

Identify the name of the spouse or child: \_\_\_\_\_

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

Identify the name of the person and the entity \_\_\_\_\_

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

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

\_\_\_\_\_ None of the Above

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

\_\_\_\_\_ I WILL request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ I WILL NOT request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ N/A

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

"Purchase Order" or "Contract" No. \_\_\_\_\_

**Attachment 7**

\_\_\_\_\_  
Signature of Person Authorized to Bind the Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment 8**

**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 Contractor, have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

**SWORN ACKNOWLEDGMENT**

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

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of Florida

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**Attachment 9**  
**DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,  
\_\_\_\_\_ (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment 11**  
**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor 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 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:

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment 12**

**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

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

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

\_\_\_\_\_  
Vendor's Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory's Name

\_\_\_\_\_  
Signatory's Title

**SWORN ACKNOWLEDGEMENT**

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for \_\_\_\_\_ (entity).

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_



**Attachment 15**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Company Name (Contractor)

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Federal Issued Tax  
Identification Number  
(If Social Security number DO NOT enter)

\_\_\_\_\_  
CAGE Code issued through [www.sam.gov](http://www.sam.gov)  
DATE: \_\_\_\_\_

## Attachment 16

### **PURCHASE ORDER CHANGES**

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.
  
- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.
  
- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

**Attachment 17**

**SANCTIONS AND PENALTIES**

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

## Attachment 18

### **TERMINATION FOR CONVENIENCE**

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

**Attachment 3**  
**FEMA PROVISIONS**

**Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

**Attachment 3**

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**Section 2: Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Section 3: Equal Employment Opportunity**

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

### Attachment 3

(1) A *federally assisted construction contract* means "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(2) *Construction work* means as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

(3) *Contract* means "any Government contract or subcontract or any federally assisted construction contract or subcontract."

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

### Attachment 3

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Section 4: Davis-Bacon Act**

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the



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particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry;  
and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either

### Attachment 3

pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### (3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### (ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be

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maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension

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of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is

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not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **Section 5: Copeland Anti-Kickback Act**

(a) This section applies only if the Davis-Bacon Act applies (see Section 4).

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(b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(c) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **Section 6: Contract Work Hours and Safety Standards Act**

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be



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responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **Section 7: Clean Air and Water**

(a) This section applies if the contract is over \$150,000.

(b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### **Section 8: Suspension and Debarment**

(a) If this contract is for \$25,000 or more, or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

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(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **Section 9: Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of more than \$100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

#### **Section 10: Procurement of Recovered Materials**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—  
competitively within a timeframe providing for compliance with the contract performance schedule;  
meeting contract performance requirements; or  
at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **Section 11: Access to Records**

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.



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#### **Section 12: DHS Seal, Logo, and Flags**

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

#### **Section 13: Compliance with Federal Law**

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **Section 14: No Obligation of Federal Government**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

#### **Section 15: False Claims**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **Section 16: Affirmative Socioeconomic Steps**

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **Section 17: Copyright and Data Rights**

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

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#### **Section 18: Patent Rights**

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

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**PURCHASE ORDER**  
**SUPPLEMENTAL TERMS, CONDITIONS, AND DOCUMENTS WITH FEMA TERMS**

The following supplemental terms, conditions and documents are incorporated as if fully set forth in City of North Port, Florida Purchase Order No. \_\_\_\_\_ *[insert purchase order #]* (collectively referred to as “Purchase Order” or “Contract”) and constitute the agreement between \_\_\_\_\_ *[insert legal name consistent with Sunbiz.org]* (“Contractor”) and the City of North Port, Florida (“City”). To the extent any of these provisions conflict with the City’s standard Purchase Order Terms and Conditions on the back of the purchase order, these provisions control.

**1. TIMING.**

- A. Effective date. This Purchase Order becomes effective on the date the last of the parties approves or signs it, as applicable (“Effective Date”).
- B. Time Is of the Essence. Time is of the essence in the performance of this Purchase Order.
  - (1) Notice. The Contractor agrees to commence work within a mutually agreed time.
  - (2) Time for completion. All work performed under the provisions of this Purchase Order must be completed no later than \_\_\_\_\_ (\_\_\_), unless extended as provided in this purchase order. *[insert number of days in alphabetical and numerical format]*
  - (3) Extensions. The time may be extended due to unforeseen circumstances or unknown conditions that alter the work only as agreed to in writing by both parties and incorporated into this Purchase Order or amendment.

**2. NOTICES.**

Any notice, demand, communication, or request required or permitted by this Purchase Order must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Purchase Order and e-mailed to:

|                 |  |
|-----------------|--|
| As to the City: | Project Manager<br>City of North Port, Florida<br>_____<br>_____<br>_____<br>_____ |
|                 | <i>[insert address]</i>  |
|                 | <i>[insert city, state, and zip code]</i>  |
|                 | <i>[insert telephone]</i>  |
|                 | <i>[insert email address]</i>  |

With copies of claims and demands sent to: City of North Port, Florida

**Attachment 0**

City Attorney’s Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
northportcityattorney@northportfl.gov

As to the Contractor: \_\_\_\_\_ [insert name of Contractor]  
\_\_\_\_\_ [insert name of person signing]  
\_\_\_\_\_ [insert address]  
\_\_\_\_\_ [insert city, state, and zip code]  
\_\_\_\_\_ [insert telephone]  
\_\_\_\_\_ [insert email address]

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

**3. TERMINATION.**

- A. Termination With or Without Cause. The City Manager may terminate the work under this Purchase Order with or without cause, in whole or in part, whenever the City Manager determines that termination is in the City’s best interest. Any termination must be effective by delivery to the Contractor of a written notice of termination at least **thirty (30) calendar days** before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective. Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. After delivery of the documents, the City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Purchase Order, 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 this Purchase Order. The City has no obligation under any circumstance to make any payment to Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to all provisions of this Purchase Order, or any subsequent Purchase Order entered pursuant to this Purchase Order, or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City’ will not have legal liability for the payment of any costs unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the

**Attachment 0**

appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City must have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Purchase Order does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

- C. Termination for Abandonment. If the Contractor abandons performance under this Purchase Order, the City Manager or designee may terminate this Purchase Order upon **three (3) calendar days** written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. Contractor's termination. The Contractor may terminate this Purchase Order 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 Manager or designee, or if the project is suspended by the City for a period greater than **ninety (90) calendar days**.
- E. Court proceedings. The City Manager or designee reserves the right to terminate this Purchase Order in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event Contractor is in breach of this Purchase Order, the City must provide written notice of the breach and Contractor shall have **ten (10) calendar days** from the date the notice is provided to cure. If the Contractor fails to cure within the **ten (10) calendar days**, the City Manager or designee can immediately terminate the Purchase Order 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 Purchase Order;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
  - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
  - (4) The Contractor's failure to use Purchase Order 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;

## Attachment 0

- (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
- (8) Violation of any local, state, or federal law in the performance of this Purchase Order constitutes a breach of this Purchase Order.
- G. Payment adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Section, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Purchase Order and are not waived by final payment and/or acceptance.
- H. E-Verify Violation. If the City has a good faith belief that the Contractor has knowingly violated Florida Statute Section 448.09(1), then this Purchase Order may be terminated by the City. If the City has a good faith belief that a subcontractor has knowingly violated Florida Statute Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Purchase Order with the subcontractor. Any challenge to termination of this Purchase Order under this Section must be filed in the Circuit Court no later than **twenty (20) calendar days** after the date of termination. If this Purchase Order is terminated for a violation of the statute by the Contractor, the Contractor must not be awarded a public Purchase Order for a period of one (1) year after the date of termination and must be liable for any additional costs incurred by the City and resulting from the termination of this Purchase Order.
- I. Remedies. In the event of a default or breach of this Purchase Order terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy is additional to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Purchase Order are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

#### 4. PUBLIC RECORDS.

- A. In accordance with Florida Statutes, Section 119.0701, Contractor shall comply with all public records laws, and shall specifically:
- (1) Keep and maintain public records required by the City to perform the service.
- (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
- (b) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents,

## Attachment 0

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 Purchase Order include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Purchase Order.

- (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 Purchase Order term and, if the Contractor does not transfer the records to City following completion of the Purchase Order work, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Purchase Order work, 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 Purchase Order work, 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 Purchase Order work, 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 PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov).**

### 5. EQUAL EMPLOYMENT OPPORTUNITY.

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

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### 6. SCRUTINIZED COMPANIES.

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
- (1) Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
  - (2) Contractor 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 Florida Statutes Section 215.473; and
  - (3) Contractor is not engaged in business operations in Cuba or Syria.
- C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Purchase Order and the City may terminate the Purchase Order.
- D. Penalty.
- (1) A Contractor 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 this Purchase Order, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
  - (2) Will be ineligible to bid on any Purchase Order with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

### 7. FORCE MAJEURE.

- A. Should performance of any obligation created under this Purchase Order become illegal or impossible by reason of:
- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
  - (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
  - (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;



## Attachment 0

- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

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

- (6) The non-performing party provides written notice within **five (5) calendar days** of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Purchase Order;
  - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
  - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
  - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
  - C. The non-performing party's affected obligations under this Purchase Order will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance must not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
  - D. The term of this Purchase Order will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

### 8. MISCELLANEOUS.

- A. Authority to Execute. The signature by any person to this Purchase Order will be deemed a personal warranty that the person has the full power and authority to bind any corporation,

**Attachment 0**

partnership, or any other business or governmental entity for which the person purports to act hereunder.

- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Purchase Order is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Purchase Order. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Purchase Order are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- E. Severability. In the event any court holds any provision of this Purchase Order to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Purchase Order and do not affect its construction.
- G. Complete Purchase Order. This Purchase Order incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Purchase Order that are not contained in this document. This Purchase Order supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Purchase Order is enforceable unless agreed to in writing by both parties and incorporated into this Purchase Order. Any amendments changing the City's financial obligations under this Purchase Order must be consistent with the City's emergency procurement requirements and emergency orders. The City Manager is the authorized designee to approve and sign all purchase order amendments on behalf of the City as provided in this Agreement.
- I. Assignment. The Contractor must not assign this Purchase Order or any right or responsibility unless with the written consent of the City.
- J. Non-Discrimination. The City 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. The Contractor must not administer this Purchase Order in an unlawfully discriminatory manner,

**Attachment 0**

nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

## Attachment 0

### 9. SUPPLEMENTAL DOCUMENTS.

The following supplemental documents are attached and incorporated fully as part of this Purchase Order.  
*[select all that apply – the attachments that must always be attached are already marked]*

- ATTACHMENT 1.1 – GENERAL INSURANCE
- ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE
- ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE
- ATTACHMENT 1.4 – BUILDER’S RISK
- ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE
- ATTACHMENT 2.2 – CONSTRUCTION/PROFESSIONAL SERVICES RELATED SERVICES INDEMNITY, DEFENSE, AND RELEASE
- ATTACHMENT 3 – FEMA PROVISIONS
- ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE
- ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT
- ATTACHMENT 7 – CONFLICT OF INTEREST FORM
- ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION
- ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM
- ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
- ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM
- ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM
- ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS
- ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND
- ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- ATTACHMENT 16 – PURCHASE ORDER/CONTRACT CHANGES

**Attachment 0**

  X   ATTACHMENT 17 – SANCTIONS AND PENALTIES

  X   ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

**Attachment 0**

**IN WITNESS WHEREOF**, the parties by signing below acknowledge, agree to, and accept this Purchase Order and all referenced and attached terms, conditions, and documents, the year and date as written.

**CONTRACTOR**

*[insert legal name consistent with Sunbiz.org in ALL CAPS]*

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

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

Title: \_\_\_\_\_

**INSERT CURRENT GENERAL NOTARY ACKNOWLEDGEMENT BLOCK (from separate template)**

Signed on \_\_\_\_\_, 202\_\_.

**INSERT CURRENT CITY MANAGER SIGNATURE BLOCK (from separate template)**



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



**MARCH 15, 2023**  
**ADDENDUM 1**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2023-26 HURRICANE IAN REPLACEMENT GYMANSIUM FLOORING AT MORGAN FAMILY COMMUNITY CENTER CITY OF NORTH PORT**

**DUE DATE: MARCH 30, 2023, AT 2:00 P.M.**

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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.

**CLARIFICATIONS/QUESTIONS AND ANSWERS:**

**C1. RFB NO. 2023-26 Hurricane Ian Replacement Gymnasium Flooring at Morgan Family Community Center City of North Port has extended the submittal due date to March 30, 2023, at 2:00 p.m.**

**C2. A non-mandatory site visit will be conducted on March 23, 2023, at 3:00 p.m. The location will be at the Morgan Family Community Center, 6207 West Price Boulevard, North Port, FL 34291. Please check in with the recreation attendant at the front desk upon arrival.**

**C1. The following language has been added to SP-03 Scope of Work on page 18: Gymnasium Floor shall be built to industry standard and have a playable surface.**

**Q1. Has the damaged/existing flooring been removed?**

**A1. Yes, the damaged wood flooring was removed and disposed.**

**Q2. Please confirm that the existing bleachers shown on the plan have been removed or should we include handling of the bleachers in our pricing?**

**A2. No bleachers are in the way or will need to be moved by the selected vendor.**

**Q3. What is the anticipated award date?**

**A3. Anticipate an award within 30-45 days from the bid closing date. If material lead times will extend beyond September 30, 2023, please make note of that in your submission.**

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

*Geoff Thomas*

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

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





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



**MARCH 16, 2023**  
**ADDENDUM 2**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2023-26 HURRICANE IAN REPLACEMENT GYMANSIUM FLOORING AT MORGAN FAMILY COMMUNITY CENTER CITY OF NORTH PORT**

**DUE DATE: MARCH 30, 2023, AT 2:00 P.M.**

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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 AND ANSWERS:**

**Q1. The specified system, Action Cush I, has a total thickness of 2-1/8". Please confirm the slab has a 2-1/8" recess.**

**A1. Interested Bidders are invited to attend the project site visit March 23, 2023 at 3:00 pm to confirm any required dimensions.**

**Q2. Specs do not provide the required thickness and width of the new maple flooring. Please confirm the typical/standard of 25/32" x 2-1/4" is acceptable.**

**A2. The proposed thickness and width is acceptable provided the interested bidder has verified the proposed system is compatible with existing conditions. Any addition preparation or materials needed for a complete system is to be included in the bid.**

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

*Geoff Thomas*

---

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

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



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



**MARCH 23, 2023**  
**ADDENDUM 3**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2023-26 HURRICANE IAN REPLACEMENT GYMANSIUM FLOORING AT MORGAN FAMILY COMMUNITY CENTER CITY OF NORTH PORT**

**DUE DATE: MARCH 30, 2023, AT 2:00 P.M.**

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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 AND ANSWERS:**

**Q1. Please confirm that the Davis-Bacon Act won't apply to the gymnasium floor replacement project.**

**A1. The City has verified this project is not required to follow Davis-Bacon Act Requirements.**

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

*Geoff Thomas*

---

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

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