

# City of North Port



**REQUEST FOR BID NO. 2024-01  
GASOLINE & DIESEL FUELS:  
SUPPLY AND DELIVER SERVICES  
FOR THE CITY OF NORTH PORT**



**CITY OF NORTH PORT**  
Finance Department/Purchasing Division  
4970 CITY Hall Boulevard  
North Port, Florida 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@northportfl.gov](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 2024-01  
GASOLINE & DIESEL FUELS: SUPPLY & DELIVER SERVICES**

It is the intent of the City of North Port to purchase, on an “as required basis”, gasoline and diesel fuels in Transport (approximately 6,000 gallons) and Tank wagon (2,500 gallons or less) quantities to be delivered to various City of North Port locations. It is the specific purpose of this bid to establish a conditional contract for the required materials, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

**EMERGENCY EVENT OPERATIONS CONTINGENCY** - The City reserves the right to request and utilize the Contractor’s services under this Contract during Emergency Operation Events as may be deemed necessary by the City.

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

**BID OPENING: OCTOBER 9, 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/filesshare> (go to the drop down box, select Purchasing and scroll to Project RFB No. 2024-01; 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 I, at 941.429.7102. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@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 **OCTOBER 2, 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:**  
[www.northportfl.gov](http://www.northportfl.gov)  
[www.demandstar.com](http://www.demandstar.com)

## TABLE OF CONTENTS

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS (LEGAL NOTICE)	2
TABLE OF CONTENTS	3
STATEMENT OF NONSUBMITTAL	4
SECTION I: INSTRUCTIONS TO BIDDERS	5
SECTION II: TECHNICAL SPECIFICATIONS	18
SECTION III: CHECK LIST FOLLOWED BY ATTACHMENTS 1-18 TO BE COMPLETED AND RETURNED WITH BID AND INSURANCE REQUIREMENTS	25
SECTION IV: FEDERAL REQUIREMENTS	48
Separate Attachment:	
Exhibit 1 - Bid Schedule Form (1 page, in Excel format)	

**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 **2024-01 GASOLINE & DIESEL FUELS - SUPPLY AND DELIVER SERVICES FOR THE CITY OF NORTH PORT** for the following reason(s):

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

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

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

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

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

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

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

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

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

## SECTION I – INSTRUCTIONS TO BIDDERS

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

---

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

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

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

### 1. INSTRUCTIONS TO CONTRACTORS

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

**B. EXAMINATION OF BID DOCUMENTS/SITE:** Prior to submission of a bid form, 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 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/ERRORS:** The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

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

Obviously misplaced decimal points will be corrected.

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

Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the CITY will proceed on the assumption that the 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: A Payment and Performance Bond is not required for this work.**

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

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

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

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

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

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

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

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

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

**A. Local Business Definition:**

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

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

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

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

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

**B. Local Price Match Option:**

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

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

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

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

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

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

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

**44. SCRUTINIZED COMPANIES:**

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

**49. Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting -- F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

#### **50. Verification of Employment Status - Everify**

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with City of North Port. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term.

The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.



A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If City of North Port terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by City of North Port as a result of the termination of the contract.

**END OF SECTION I**

## SECTION II - TECHNICAL PROVISIONS

**TS-01 INTENT:** It is the intent of The City of North Port to purchase, on an as required basis, gasoline and diesel fuels, to be delivered to various City of North Port locations. It is the specific purpose of this bid to establish a conditional contract for the required materials, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service. The City currently has two main fueling locations with an additional site tentatively being built in FY2024 at 8898 South Tamiami Trail, Venice, Florida 34293. 5455 Pan American Blvd fuel point has a 9,000-gallon unleaded and 5,000-gallon diesel fuel capacity. 1850 W. Price Blvd fuel point has a 20,000-gallon diesel fuel and 10,000-gallon unleaded fuel capacity. A proposed fuel point that has not been built will have a 10,000-gallon diesel fuel and 10,000-gallon unleaded fuel capacity. Depending on our need at any given time, we may order a single product or mixed products and may also be split a load between all locations. Fuel may also need to be delivered to other locations as needed. The City intends to split the award by tank wagon and transport. The City also intends to add recreational (non-ethanol) fuel tanks to our inventory in the future.

**EMERGENCY EVENT OPERATIONS CONTINGENCY** - The City reserves the right to request and utilize the Contractor's services under this Agreement during Emergency Operation Events as may be deemed necessary by the City.

**TS-02 BID PRICES/TERMS OF CONTRACT:** Bidders shall bid unit prices, F.O.B., various locations throughout The City of North Port. The unit prices bid shall include Contractor's costs for all transportation, labor, and equipment used in delivering the fuels to the point of delivery. The initial term of this Contract shall be for a period of five (5) years commencing on the date of award. This Contract may be extended for three (3) additional one (1) year periods, by mutual agreement and within budgetary limitations, at the same terms and conditions. Continuance of the services, renewals, and price increases for subsequent years after the initial term shall be at the sole discretion of the CITY and the approval of the CITY Manager.

**TS-03 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.

**TS-04 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 sixty (60) calendar days written notice from the Vendor to the CITY for consideration and approval. If the unit price adjustment request is for an increase, and the request is not submitted within this sixty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year. The City reserves the right to evaluate requested pricing increases each year to determine if they are appropriate and reasonable. The City may use 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 the commodity and services provided to help determine reasonableness.

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.

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. 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.

**TS-05 DELIVERY:** All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder(s) will be held to delivery dates. Failure to meet delivery or lead time necessitating The City of North Port to make purchases from other sources shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. EST, (DELIVERY MUST BE COMPLETED BY 3:30 p.m. EST) Monday through Friday, excluding legal holidays, to the pre-designated locations as specified on each order unless otherwise agreed to by the receiving department. The delivery driver is to call 30 minutes before delivering the load, The City will pay invoices according to how product is ordered. (ie: if ordering transport quantities, will pay the transport price regardless of how the delivery is made). The City will only pay for the exact net quantity of metered product delivered to the tank. If available, a meter ticket or bill of lading shall be required for each delivery.

Delivery must be completed by 3:30 PM. Driver MUST call 941.240.8530 upon arrival to obtain an inventory ticket and have the fill tubes unlocked. DO NOT BEGIN DELIVERY UNTIL THE INVENTORY TICKET HAS BEEN PRINTED.

With each delivery, the Contractor shall provide a certification of analysis report (as required by FDEP) for Ultra Low Sulfur Diesel. This report will be kept on file at each location where Low Sulfur Diesel is stored.

**TS-06 SCOPE OF WORK:** The scope of work contained herein is a general guide to the work the CITY expects to be performed by the Contractor and is not a complete listing of all services that may be required or desired.

1. Fuels shall be purchased for the following locations: The City of North Port: Fleet Management, Public Works, Utilities and various other City Departments.

2. Purchases shall be made in the following minimum quantities:

GASOLINE: Transport – approximately 6,500 gallons  
Tankwagon - 500 to 2,500 gallons

DIESEL: Transport – approximately 6,500 gallons  
Tankwagon – 500 to 2,500 gallons

Prices are to be submitted per category, as requested on the bid page.

Ultra-Low Sulfur-Dyed Diesel "off-road use" fuel will be utilized at the City of North Port Public Works, Property Maintenance and Utility locations.

3. The exact annual quantities of the required diesel fuel and unleaded gasoline for this bid cannot be determined at this time. It is anticipated that the approximate gallons listed below will be required annually. This amount is given for bidder's guidance only. No minimum amount is guaranteed or implied. This bid award may result in similar quantities of purchases; however, this is not guaranteed.

<b>FUEL TYPE:</b>	<b>GASOLINE</b>	180,000 gallons – Transport deliveries
	<b>DIESEL</b>	250,000 gallons – Transport deliveries 55,000 gallons – Tankwagon deliveries (ultra-low dyed)

These quantities include purchases for various City Departments. The successful bidder must be capable of supplying the quantities of fuel listed above for the annual contract period.

4. The City reserves the right to reject any or all materials delivered which, in its opinion do not comply with all bid requirements.

All materials so rejected shall be promptly removed and replaced by the Contractor at no cost to the City.

5. The State Department of Agriculture will be requested to make tests of fuels should there be any question as to the quality of the fuels furnished under the contract entered into under terms of this bid. Should it be determined that the quality of fuels purchased does not meet specifications of the State of Florida and the specifications attached, such gasoline must be picked up by the Contractor, as directed by the City, and full credit given. Failure to meet the above provisions shall be deemed sufficient by the City to cancel any contractual agreement entered into under the provisions of this bid.

6. Prices quoted shall be F.O.B., point of delivery. The following indicates the location, number of tanks and the tank sizes that will be serviced under the requirements of this contract. The City reserves the right to add or delete locations or change tank sizes during the course of the contract.

**Fuel Site Locations**

<b>LOCATION</b>	<b>QTY</b>	<b>SIZE</b>	<b>FUEL</b>
Public Works Fleet Management 1850 West Price Blvd. North Port, FL	1	20,000 gal. above ground	Diesel (on-road)
	1	10,000 gal. above ground	Unleaded
Public Works Fleet Management 5455 Pan American Blvd. North Port, FL	1	5,000 gal. above ground	Diesel (on-road)
	1	9,000 gal. above ground	Unleaded
Fleet/ PW Administration 1100 W. Price Blvd. North Port, FL	1	1,800 gal. above ground Phoenix p/n:5-478004	Diesel (Ultra-Low Dyed)
Fire Station 82 5650 North Port Blvd. North Port, FL	1	622 gal. above ground Tan s/n: 69027-10	Diesel (Ultra-Low Dyed)
Fire Station 83 3601 E Price Blvd. North Port, FL	1	750 gal. above ground JRS – 750 S/N: 7415/RS83424	Diesel (Ultra-Low Dyed)
Fire Station 84 1350 Citizens Pkwy North Port, FL	1	900 gal. above ground JRS -900 s/n: 16407/5185239	Diesel (Ultra-Low Dyed)
Fire Station 85 1308 N. Biscayne Drive North Port, FL	1	298 gal. above ground Tramont s/n: 88217100217	Diesel (Ultra-Low Dyed)

Public Works Operations Division 1850 W Price Blvd. North Port, FL	1	250 gal. Above ground base tank 60ROZII model	Diesel (Ultra-Low Dyed)
Morgan Center 6207 W Price Blvd North Port, FL	1	6,000 gal above ground Motor Welding 0-183256 s/n 26939	Diesel (Ultra-Low Dyed)
City Hall 4970 City Hall Blvd North Port, FL 34286	1	2,000 gal above ground s/n: N20112 T-1	Diesel (Ultra-Low Dyed)
Police Department 4970 City Hall Blvd North Port, FL 34286	1	2,000 gal above ground s/n: N20111 T-2	Diesel (Ultra-Low Dyed)
Water Plant 5355 North Port Blvd, North Port, FL	1	8,000 gal. above ground Fiber Vault 1250 kw Onana Model: L-D-P 8000 s/n: 389147	Diesel (Ultra-Low Dyed)
Water Plant 5355 North Port Blvd, North Port, FL	1	1,000 gal. above ground old Cat Gen No s/n	Diesel (Ultra-Low Dyed)
Northeast Booster Station 8060 S Tamiami Trail North Port, FL	1	1,000 gal. above ground Con Vault No s/n	Diesel (Ultra-Low Dyed)
SW Booster Station 8060 S Tamiami Trail North Port, FL	1	1,000 gal above ground Con Fab CF-1000	Diesel (Ultra-Low Dyed)
Island Walk Lift Station #82 5820 Island Walk Circle North Port, FL	1	800 gal. above ground s/n: 30866 p/n: 1002244401	Diesel (Ultra-Low Dyed)
Lift Station # 19 13632 Tamiami Trail North Port, FL	1	495 gal. above ground Con-Fab s/n: C772176	Diesel (Ultra-Low Dyed)

Hillsborough Booster Station Hillsborough Blvd. North Port, FL	1	470 gal. above ground Model SB25-470 s/n: 13435-00306 Baldo p/n: TA0000C72	Diesel (Ultra-Low Dyed)
Grand Paradiso Lift Station #88 12900 Renaissance Blvd. North Port, FL	1	700 gal. above ground MQ Power No s/n	Diesel (Ultra-Low Dyed)
Wastewater Plant 5355 Pan American Blvd North Port, FL	1	2,500 gal above ground	Diesel (Ultra-Low Dyed)
Wastewater Plant 5355 Pan American Blvd North Port, FL	1	2,000 gal above ground 800 Kw Cat Gen	Diesel (Ultra-Low Dyed)

The City reserves the right to modify (add/delete) the locations listed above.

The delivery driver is to call 30 minutes before delivering the load, when being delivered to the Public Works Locations at 1850 West Price Blvd and 5455 Pan American Blvd.

Deliveries made to all City Facilities require verification by City personnel of the amount and type of fuel being delivered prior to it being dispensed into City tanks. Contact must be made either in person or by phone with Marcia Rubin, Property Maintenance Manager or Designee at 941.429.3590 or 941.429.3591.

7. **NOTE:** The published Average Price(s) will be used to determine the "base reference price(s)". **Price is reflective of the firm differential plus the OPIS published average daily price (day of delivery).** The market area is Tampa, Florida and the publication to be used is published daily by the United Communications Group, Silver Spring, MD 20910.

8. **Economic Price Adjustment:** The prices payable under this contract shall be adjusted, upward and downward, in accordance with changes in published reference prices. The Contractor warrants that the unit prices in this contract do not include any contingency allowance to cover the possibility of increase(s) in the reference price(s) set forth below.

9. Price adjustments under the contract shall be cent-for-cent with any increase or decrease occurring in the reference price applicable to a particular item (subsequent to the date on which the base reference price is established). The reference price applicable on the date of delivery shall be the pre-selected reference price for the item as first published during the calendar week in which the delivery is made, or in the event there is no publication in that week, it shall be the pre-selected reference price for the item as last previously published. A copy of said report, utilized for determining pricing for deliveries, shall accompany invoicing sent to each designated department representative to verify (Public Works, Utilities or Property Maintenance).

10. The determination of the price payable for each delivery of a particular item of supply shall be accomplished by adding to, or by subtracting from the base unit price, the difference between the base reference price and the published reference price applicable on the date of delivery.

11. No upward price adjustment shall be due or apply to items of supply which were required in accordance with contract terms to

be delivered prior to the effective date of such upward price adjustment, but delivered subsequent to such effective date, unless the Contractor's failure to make earlier delivery results from causes which are beyond the control of and without the fault or negligence of the Contractor.

12. The Contractor warrants that the prices to be invoiced hereunder for listed items shall be computed in accordance with the price adjustment provisions.

13. In the event any applicable published reference price is discontinued, or its method of derivation is altered substantially, or otherwise consistently fails to reflect market conditions, this contract may be amended effective on the date such reference price is discontinued, altered or begins to consistently fail to reflect market conditions. Such amendment shall constitute the selection of a comparable reference price and approved by the City Manager or Designee.

14. The Base Reference Date to be utilized on the Bid Form for bid price purposes shall be the Published Average Price(s) for **November 28, 2017 – 10:00am listing**. OPIS published average daily price (day of delivery). Prices shall not include any Federal, Excise, State, Pollutant or City Tax.

15. Bidders must include description of their location and ability to supply the City with their fuel needs in an expeditious manner.

16. In an effort to guarantee supply of the City's fuel needs, bids shall be accepted only from oil refining companies or from franchised jobber distributors who can produce written guarantees from their suppliers to provide and fulfill the City's requirements. **A written letter of guarantee that suppliers can provide and fulfill all of the City's fuel requirements.**

17. Taxes: Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the City is exempt. Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at 850. 488.2900.

**TS-07 ADDITIONS AND DELETIONS:** CITY shall retain the right to add or delete any bid item in this contract if it deems same to be in its best interest. Said deletion shall relieve the Contractor of the responsibility of performing the work, by virtue of definition herein, for items deleted. Payment fees shall be adjusted accordingly.

**TS-08 ESTIMATED QUANTITIES:** The quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

**TS-09 BREAKDOWN/WORKLOADS:** Contractor acknowledges that should he be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the City of North Port may on an as required basis, go to the next qualified bidder(s), until an available bidder is determined without penalty to the City of North Port.

**TS-11 FUNDING:** The contract is subject to the annual appropriation of funds by Commission.

**TS-12 CRITERIA FOR AWARD:** The award of this bid may be in total or in part, to the lowest, responsive, responsible Bidder(s), whichever is deemed to be in the best interest of the City. Other consideration of award may be local preference, experience/qualifications, client list and equipment list. Any unfavorable reference may be cause to deem a bidder non-responsive. CITY reserves the right to reject the bid submittal of any CONTRACTOR who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

**TS-13 OTHER ENTITY USE:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

**TS-14 CONTRACTOR REQUIREMENTS:** The Contractor shall maintain current and active fuel supply contracts at fuel depots located at the Port of Tampa and other ports within the State of Florida. Proof of fuel supply contracts shall be provided within three business days of request by the County

**TS-15 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT:** The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

**TS-16 EMERGENCY FUEL REQUIREMENTS AND /OR HURRICANE EVENT PREPAREDNESS/FIRE PROTECTION:** An emergency can only be called by orders of the City Manager or his designee.

It is hereby made a part of this Request for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God the City of North Port shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City as opposed to a private citizen, on a first priority basis. The City expects to pay contractual prices for all services required during an emergency situation. The Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

- In the interest of hurricane preparedness, the Contractor shall be required to top-off the back-up generator fuel tanks Citywide.
- In the event the City, the State of Florida or the Federal Government has declared a state of emergency to be effect, the Contractor shall be required to maintain an uninterrupted supply of products/services as described in these specifications.
- On the rare occasion of a large fire emergency, special requirements must be provided. Upon a two (2) hour notification, a tankwagon will be required to locate at the designated command center to fuel individual vehicles and firefighting apparatus.

If the awarded vendor is unable to provide the emergency services at the designated time, the City of North Port retains the right to obtain the fuels on an emergency basis from other sources. This action on the part of the City will not negate the terms and conditions of the original contract.

**END OF SECTION II**



**SECTION III - SUBMISSION CHECKLIST & ATTACHMENTS**  
**Attachments 1-19**

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 RFB Envelope 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
- \_\_\_\_\_ Attachment 8 Equipment & Source of Supply/Subcontractor List Form
- \_\_\_\_\_ Attachment 9 (A). Qualifications and (B). References
- \_\_\_\_\_ Attachment 10 Non-Collusive Affidavit
- \_\_\_\_\_ Attachment 11 Conflict of Interest
- \_\_\_\_\_ Attachment 12 Public Entity Crime Information
- \_\_\_\_\_ Attachment 13 Drug-Free Workplace Form
- \_\_\_\_\_ Attachment 14 Affidavit Claiming Status as a Local Business or a North Port Local Business Status
- \_\_\_\_\_ Attachment 15 Indemnification
- \_\_\_\_\_ Attachment 16 Scrutinized Company Certification Form
- \_\_\_\_\_ Attachment 17 Lobbying Certification
- \_\_\_\_\_ Attachment 18 Vendor's Certification for E-verify System
- \_\_\_\_\_

Bidder Statement:

We understand the requirements requested and agree to fully comply.

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

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

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

ATTACHMENT 2

**SEALED RFB ENVELOPE LABEL**

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

PLEASE PRINT CLEARLY

**SEALED RFB DOCUMENTS – DO NOT OPEN**

RFB #: \_\_\_\_\_

RFB TITLE: \_\_\_\_\_

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

TIME DUE: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

(Name of Company)

\_\_\_\_\_ e-mail address

\_\_\_\_\_ Telephone

Deliver to:

**City of North Port  
Finance Department - Purchasing Division  
Geoff Thomas, Contract Administrator I  
4970 City Hall, 3 RD Floor, Suite 337  
North Port, Florida 34286  
RFB NO. 2024-01**

**Gasoline & Diesel Fuels: Supply and Deliver Services for the City of North Port**

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 – EXHIBIT 1

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

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

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

## ATTACHMENT 4:

### INSURANCE REQUIREMENTS

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

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

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

#### Requirements:

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

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- The City of North Port shall be named additionally insured.

##### 2. Commercial Automobile Liability

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

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

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

Policy shall include Worker's Compensation coverage.

- Each accident \$500,000
- Each Employee \$500,000
- Policy limit for diseases \$500,000

**3. Environmental/Pollution Liability**

Policy shall include \$100,000 each occurrence and \$300,000 general aggregate.

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

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

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 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. 2024-01 GASOLINE AND DIESEL FUELS – SUPPLY AND DELIVERY SERVICES FOR THE CITY OF NORTH PORT** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the BidForm.

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

**PROJECT TOTAL:**  
\_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 6:**

**STATEMENT OF ORGANIZATION**

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

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

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

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

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

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

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

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

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

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

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

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

**(Please Check One)**

**Is this a Florida Corporation:**  Yes or  No

**If not a Florida Corporation,**

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

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

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

**Is it in good standing:**  Yes or  No

**Authorized to transact business in Florida:**  Yes or  No

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

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

**Names of Officers:**

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

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

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

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

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

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

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

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

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

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

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



**ATTACHMENT 7:**

**ADDENDA**

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	

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. 2024-01 GASOLINE & DIESEL FUELS – SUPPLY AND DELIVER SERVICES**. If Bidder does not have a source of supply or subcontractor, insert “to be determined”. When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

**SUBCONTRACTOR(S)**

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

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

**SUPPLIER(S)**

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

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

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

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

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

**ATTACHMENT 9:  
QUALIFICATIONS AND REFERENCES**

The City will only entertain bids from bidders with a minimum Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references. Additionally, Bidders shall submit a **commercial** client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 10:  
NON-COLLUSIVE AFFIDAVIT**

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

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

Before me, the undersigned authority, personally appeared:

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

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached reply:

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:

3. Such reply is genuine and is not a collusive or sham reply:

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

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

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

(Printed Name)

(Title)

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 11:  
CONFLICT OF INTEREST FORM**

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

**PART I.**

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

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

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

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

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

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

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

\_\_\_\_\_ None of The Above

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 12:  
PUBLIC ENTITY CRIME INFORMATION**

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

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

Located at: \_\_\_\_\_

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

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

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

Federal ID #: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**ATTACHMENT 13:**

**DRUG-FREE WORKPLACE FORM**

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

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

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

**Check one:**

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 14:**

**AFFIDAVIT**

**Claiming Status as a LOCAL BUSINESS**

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

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

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

Before me, the undersigned authority, personally appeared: \_\_\_\_\_

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

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

**AND**

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

**AND**

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

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

**AND**

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

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

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

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

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

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

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

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

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

**AFFIDAVIT**

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

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

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

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

Before me, the undersigned authority, personally appeared: \_\_\_\_\_

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

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

**AND**

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

**AND**

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

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

**AND**

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 15:**

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

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

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

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

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

**Company Name:** \_\_\_\_\_

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

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

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

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

**ATTACHMENT 16:  
Scrutinized Company Certification Form**

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

Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

**CHOOSE ONE OF THE FOLLOWING**

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

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

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

Certified By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: \_\_\_\_\_

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

*Solicitation/Contract/PO Number (Completed by Purchasing):* \_\_\_\_\_

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

**ATTACHMENT 17:**

**LOBBYING CERTIFICATION**

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

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

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

This \_\_\_\_\_ day \_\_\_\_\_ of 2023 \_\_\_\_\_, being first duly sworn, deposes and says that he or she is the authorized representative of \_\_\_\_\_ (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

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

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

**Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

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

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

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

STATE OF FLORIDA

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

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

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

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

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

VENDOR: \_\_\_\_\_ (Vendor's Company Name)

\_\_\_\_\_ (Vendor signature)

\_\_\_\_\_ (Vendor's name printed)

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**(END OF SECTION III)**

**FEDERALLY FUNDED CONTRACT REQUIREMENTS FEDERAL TRANSIT ADMINISTRATION AND OTHER CLAUSES FOR THE CITY OF NORTH PORT**

**Fuel-Supply and Delivery – Annual Contract  
FTA and State Transportation Disadvantaged clauses**

**REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION OF THE US DEPARTMENT OF TRANSPORTATION:**

The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract.

1. Access to Records and Reports
2. Cargo Preference – Use of United States Flag Vessels
3. Clean Air and Water Pollution Control Requirements
4. Civil Rights Requirements
5. Disadvantaged Business Enterprise (DBE)
6. Prompt Payment (DBE)
7. Energy Conservation Requirements
8. Fly America Requirements
9. Government-wide Debarment and Suspension
10. Lobbying Restrictions
11. No Government Obligation to Third Parties
12. Program Fraud and False or Fraudulent Statements and Related Acts
13. Recycled Products
14. Termination
15. Violation and Breach of Contract
16. Federal Changes
17. Incorporation of Federal Transit Administration (FTA) Terms
18. ADA Access



**ACCESS TO RECORDS AND REPORTS**

**49 u.s.c.§ 5325(g)**

**2 C.F.R. § 200.333**

**49C.F.R. part 633**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation , appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA 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. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any Florida Department of Transportation – Procurement Guidance for Transit Agencies – Revision: 09.24.2015 49 books,

documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR18.39(i)(11).

**CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. § 55305**

**46 C.F.R. part 381**

The Contractor agrees:

- a to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.); and
- c to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

**42 u.s.c. §§ 7401- 7671q**

**33 u.s.c. §§ 1251-1387**

**2 C.F.R. part 200, Appendix II (G)**

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the City of North Port Board of Commission to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401– 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA;and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**CIVIL RIGHTS LAWS AND REGULATIONS**

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

**Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S. C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### **49 C.F.R. part 26**

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party Contractors can obtain information about the DBE program at the following website

- locations: Federal Transit Administration website Disadvantaged Business Enterprise
- Department of Transportation website Disadvantaged Business Enterprise Program

#### **Flow Down**

The DBE contracting requirements flow down to all third party Contractors and their contracts at every tier. It is the recipient's and prime Contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/Contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

#### **Clause Language**

For all DOT-assisted contracts, each FTA recipient must include assurances that third party Contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient 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 C.F.R. 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime Contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

#### **DBE Participation Goal**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

#### **ENERGY CONSERVATION**

**42 U.S.C. 6321 *et seq.***

**49 C.F.R. part 622, subpart C**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **FLY AMERICA**

**49 u.s.c. § 40118**

**41 C.F.R. part 301-10**

**48 C.F.R. part 47.4**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

#### **Fly America Requirements**

a) Definitions. As used in this clause—"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

#### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**2 C.F.R. part 180**

**2 C.F.R. part 1200**

**2 C.F.R. § 200.213**

**2 C.F.R. part 200 Appendix II(I)**

**Executive Order 12549**

**Executive Order 12689**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, Contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

## **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, 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. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **LOBBYING RESTRICTIONS**

**31 u.s.c. § 1352**

**2 C.F.R. § 200.450**

**2 C.F.R. part 200 appendix II (J)**

**49 C.F.R. part 20**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. 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 agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and complete the required form submittal contained in this document.

### **Lobbying Restrictions**

The undersigned certifies, to the best of his or her knowledge and belief, 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 sub- awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

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

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

\_\_\_\_\_ Date

**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49**

**U.S.C. § 5323(1) (1)**

**31 U.S.C. §§ 3801-3812**

**18 U.S.C. § 1001**

**49 C.F.R. part 31**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C.

§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**RECYCLED PRODUCTS**

**42 u.s.c. § 6962**

**40 C.F.R. part 247**

**2 C.F.R. part § 200.322**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the

Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## **TERMINATION**

### **2 C.F.R. § 200.339**

#### **2 C.F.R. part 200, Appendix II (B)**

##### **Termination for Convenience (General Provision).**

The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

##### **Termination for Default (Breach or Cause) (General Provision)**

If the Contractor does not deliver in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies/equipment delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

##### **Opportunity to Cure (General Provision)**

The County, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

##### **Waiver of Remedies for any Breach**

In the event that County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by County shall not limit County remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

##### **Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any

extension, or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

## **VIOLATION AND BREACH OF CONTRACT**

### **2 C.F.R. § 200.326**

### **2 C.F.R. part 200, Appendix II (A)**

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. For purchases with grants issued on or before December 25, 2014 the threshold applied is \$100,000.

#### **Rights and Remedies of the County**

The County shall have the following rights in the event that the County deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

#### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the County, the Contractor expressly agrees that no default, act or omission of the County shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the County directs Contractor to do so) or to suspend or abandon performance.

#### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the County have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the County takes action contemplated herein, the County will provide the Contractor with sixty (60) days written notice that the County considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### **Disputes:**

**Example 1:** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall

be decided in writing by the authorized representative of County. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Example 2:** The County and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the County and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the County's direction or decisions made thereof.

#### **Performance during Dispute**

Unless otherwise directed by County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which County is located.

#### **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **FEDERAL CHANGES**

#### **49 CFR Part 18**

The Contractor agrees to comply with 49 CFR Part 18. The Federal Changes requirement applies to **all contracts**. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**  
**FTA Circular 4220.1F or subsequent revisions**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated July 1, 2010 (or subsequent revisions), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

**ADA ACCESS - ACCESS FOR INDIVIDUALS WITH DISABILITIES**

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. *Accessibility*. Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38

**STATE TRANSIT REQUIREMENTS:** Commission for the Transportation Disadvantaged Standard Operating Procedures are as follows:

1. **Policy Statement:** It is the policy of the Transit Division to provide the correct contract language to the City of North Port Purchasing Department to update all Transit contracts.
2. **Commission for the Transportation Disadvantaged Contract Language:**

**Vendors and Subcontractors Rights:** Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

**Payment to Subcontractors:** Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a Contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the Contractor receives less than full payment, then the Contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the Contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the Contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

**Homeland Security:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. All new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

**SH-01 HEALTH AND SAFETY PLAN:** It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to City of North Port at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to City of North Port upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Environmental Health and Safety Manager will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and City of North Port Department Director under which the project is being performed. Hazardous conditions that are considered by the Environmental Health and Safety Manager to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

**SH-02 ACCIDENTAL SPILLS:** In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact City of North Port Risk Management.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

**SH-03 CONTROL OF FUGITIVE EMISSIONS:** The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps



to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

- A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS:** Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any City of North Port facilities.
- B. LEAD-CONTAINING BUILDING MATERIALS:** Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect City of North Port employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Environmental Health and Safety Manager or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.
- C. SAMPLING AND MONITORING RESULTS:** The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to City of North Port



**City of North Port**  
**Purchasing**  
4970 City Hall Boulevard  
North Port, Florida 34286  
Phone: (941) 429-7170

**DATE: September 27, 2023**

**TO: PROSPECTIVE PROPOSERS**

**RE: RFP NO. 2024-01: Gasoline & Diesel Fuels: Supply and Delivery Services for The City of North Port**

**RFB DUE DATE: 2:00 PM, OCTOBER 10, 2023**

**ADDENDUM NO. 1**

---

Proposers are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal 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 proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

**ITEM #1: QUESTIONS/ANSWERS:**

**Q1:** What is the anticipated Contract start and end date?

**A1.** [Start date 1/1/24. Please see term in solicitation.](#)

**Q2.** Who is your current vendor?

**A2.** [Rogers Petroleum.](#)

**Q3.** Please provide tabulations from the most current fuel bid.

**A3.** [Please see attached tabulation.](#)

**Q4.** How often are deliveries made to this location? Daily? Weekly?

**A4.** [Once to twice weekly to the large tanks.](#)

**Q5.** What are your payment terms? (i.e. Net 30 days?)

**A5.** [Net 45 days.](#)

**Q6.** Please provide a current gas and (or) diesel invoice.

**A6.** [See attached.](#)

**Q7.** Please provide a current gas and (or) diesel Bill of Lading.

**A7.** [See attached.](#)

**Q8.** To provide offers most accurately, please provide an estimated amount of each product usage per tank, per site.

**A8.** [Average for September 2023 -1850 W Price: Unleaded 1,800-gallons, Diesel 3,500 gallons, 5455 Pan American: Unleaded 1,200 gallons and Diesel 1,000 gallons.](#)