



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



December 10, 2024
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-11 Citywide Park Facility Debris Removal and Restroom Cleaning

DUE DATE: 2:00 PM, December 16, 2024

City Hall, Room 244 (Bids need to be delivered to Customer Care Center so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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

Q1: Who is the incumbent?

A1: Please see Addendum 1.

Q2: Known challenges for the project?

A2: There are no known challenges.

Q3: What is the budget for this contract term?

A3: See addendum 1.

Q4: Can you please provide the current contract/ pricing for this project?

A4: Please see attached

Q5: Are there any meetings being required in the whole duration of the project? If so, how often?

A5: An initial kick off meeting will be mandatory to go over all the facilities and expectations. Additional meetings are on an as needed basis to cure issues.

Q6: Will you be providing a sales tax exemption?

A6: No

Q7: Are there any insurance requirements?

A7: Insurance requirements start on page 26 of the bid package.

Q8: Are there any bond requirements?

A8: Please see pages 34 and 35 of the bid.

Q9: Are there any wage requirements?

A9: There is no federal grant attached to this service. Florida Minimum wage rates apply.

Q10: Are consumables to be provided by the contractor? If so, can you give us an estimated quantity?

A10: Please see addendum 1 and the scope of the bid.

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

Keith Raney

Keith Raney, CPPB, CPPO

Contract Administrator II

Finance Department/Purchasing Division

4970 City Hall Blvd.

North Port, Florida 34286

Tel: 941.429.7103

Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

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

End of Addendum No.2

STATUS: PURCHASING AGENT

F

REQUISITION BY: RACHAEL PAYNE

REASON: CLEANING SERVICES FOR OCT., NOV., DEC. 2024

DATE: 10/04/24

SHIP TO LOCATION: PARKS & REC MAINTENANCE

SUGGESTED VENDOR: 6895 AT YOUR SERVICE CLEANING GROUP

DELIVER BY DATE: ~~9/30/25~~

12/31/24

1	BLANKET FOR PARK CLEANING SERVICES FOR OCTOBER, NOVEMBER, DECEMBER 2024 CURRENT AGREEMENT EXPIRES DECEMBER 31, 2024 COMMODITY: ROADSIDE, GROUNDS, RECREA SUBCOMMOD: CLEANING ROADSIDE PARK	39000.00	\$\$	1.0000	39000.00
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2	WARM MINERAL SPRINGS PARK CLEANING THROUGH DECEMBER 31, 2024 COMMODITY: ROADSIDE, GROUNDS, RECREA SUBCOMMOD: CLEANING ROADSIDE PARK	7000.00	\$\$	1.0000	7000.00
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REQUISITION TOTAL: 46000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00130385723400	OTHER CONTRACTED SERVICES	100.00	39000.00
2	12530405723400	OTHER CONTRACTED SERVICES	100.00	7000.00
				46000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

THROUGH DECEMBER 31, 2024

EVER-BLKT-BID
CO 7/26/24; RFB 2022-07

**City of North Port Finance Department/Purchasing Division
Administrative Approval**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Parks/ Cheryl Greiner/ 7013/kr

2. DATE:

October 25, 2022

3. REQUESTED MOTION/ACTION:

Recommendation for the City Manager to approve a 9.1% increase to the unit prices indicated on their Bid Form and renewal for Citywide Park Facility Debris Removal and Restroom Cleaning for At Your Services Cleaning Group, Sarasota, Florida from January 1, 2023, through and including December 30, 2023.

(This section to be completed by the requesting Department)

4. IS THIS ITEM BUDGETED (IF APPLICABLE): Yes No IF NO, STATE ACTION REQUIRED

BUDGET DETAIL (LIST EACH PROJECT, ACCOUNT AND AMOUNT): 001-3038-572-34-00

FINANCIAL IMPACT SUMMARY STATEMENT (EXCEL FILE):

DETAILED ANALYSIS ATTACHED (SUPPORTING DOCUMENTS): Yes No

5. BACKGROUND: (WHY THE ACTION IS NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The Request for Bid (RFB) No. 202-07, Citywide Park Facility Debris Removal and Restroom Cleaning was advertised on October 20, 2021. The Bid Opening was held on November 10, 2021, and three submittals were received from Millennium Floor Care, Emerald Facility Management, and At Your Service Cleaning Group.

The initial Contract term shall be from January 1, 2022, through and including December 31, 2022, with an option to renew for two (2) additional one (1) year terms, by mutual agreement. The vendor may request to implement the annual increase as identified in the solicitation.

The following documents are attached as backup:

- U.S. Bureau of Labor Statistics CPI
- Parks Renewal Letter
- At Your Service Renewal Letter
- Email from At Your Service requesting an increase.

The Parks and Recreation department have reviewed and approves of this increase.

Recommendation for the City Manager to approve a 9.1% increase to the unit prices indicated on their FY21/22 Bid Form (\$132,284.64) and renewal for Citywide Park Facility Debris Removal and Restroom Cleaning for At Your Services Cleaning Group, Sarasota, Florida from January 1, 2023, through and including December 30, 2023, for an amended total of \$144,322.54.

6. RECOMMENDED APPROVAL AND DATE

DEPARTMENT DIRECTOR	BUDGET ADMINISTRATOR	PURCHASING	FINANCE DIRECTOR	ASST. CITY MANAGER	CITY MANAGER
<p>Sandy Pfundheller</p> <p>Digitally signed by Sandy Pfundheller Date: 2022.10.25 11:47:37-04'00'</p>	<p>Lisa Herrmann</p> <p>Digitally signed by Lisa Herrmann Date: 2022.10.27 10:31:02 -04'00'</p>	<p>Alla V. Skipper</p> <p>Digitally signed by Alla V. Skipper Date: 2022.10.27 09:46:05 -04'00'</p>	<p>Kimberly Williams</p> <p>Digitally signed by Kimberly Williams Date: 2022.10.31 13:43:57 -04'00'</p>	<p>Juliana Bellia</p> <p>Digitally signed by Juliana B. Bellia Date: 2022.11.01 13:39:50 -04'00'</p>	<p>Jerome Fletcher</p> <p>Digitally signed by Jerome Fletcher Date: 2022.11.01 13:31:00</p>
Date:	Date:	Date:	Date:	Date:	Date:



FINANCE DEPARTMENT/PURCHASING DIVISION
 4970 City Hall Boulevard
 North Port, Florida 34286
 Ph. (941) 429-7170 Fax (941) 429-7173



TO: SANDY PFUNDHELLER, PARKS AND RECREATION DIRECTOR
 CHERYL GREINER, BUSINESS SERVICES COORDINATOR

FROM: KEITH RANEY, CONTRACT ADMINISTRATOR II

DATE: 10/11/2022

RE: 1st RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING

1st RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING, expires December 30, 2022 with the following vendors:

At Your Services Cleaning Group

By mutual agreement, this contract may be extended for an additional one (1) year term, through December 31, 2023, under the same terms and conditions of the contract.

SP-15 PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

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

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

Please review vendors' performance and confirm the City's approval/disapproval of extension of this contract and return to the Purchasing Department.

Sincerely,

KEITH RANEY

Keith Raney
Contract Administrator II

(Cross out one)
APPROVE / DISAPPROVED THE RENEWAL

Sandy Pfundheller Sandy Pfundheller
2022.10.11.16:08:15.0400
SANDY PFUNDHELLER, PARKS AND RECREATION DIRECTOR

Date _____

cc: file

STATUS: READY FOR BUYER PROCESSIN
REASON: ADD LINE TO PO 050294

PO 50294 CO3

F

REQUISITION BY: RACHAEL PAYNE

DATE: 7/26/24

SHIP TO LOCATION: PARKS & REC MAINTENANCE

SUGGESTED VENDOR: 6895 AT YOUR SERVICE CLEANING GROUP

DELIVER BY DATE: 9/30/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MARINA PARK RESTROOM CLEANING FOR SEPTEMBER 2024 COMMODITY: ROADSIDE, GROUNDS, RECREA SUBCOMMOD: CLEANING ROADSIDE PARK	642.89	\$\$	1.0000	642.89	
REQUISITION TOTAL:					642.89	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00130385723400	OTHER CONTRACTED SERVICES	100.00	642.89
				642.89

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPTEMBER SERVICE ONLY. A NEW PO WILL BE ENTERED ON 10/1/24 FOR SERVICES OCTOBER THROUGH DECEMBER

EVER-BLKT-BID
CO 7/26/24; RFB 2022-07

CO3 TO ADD LINE 6, REQ NO 57538

PURCHASING DEPARTMENT
VENDOR TRACKING
Prior PO Total: \$174,950.00
New PO Total: \$175,592.89
YTD Dept Exp (Incl): \$176,942.89
YTD CW Exp (Incl): \$176,942.89



CITY OF NORTH PORT

CHANGE ORDER FORM

Change Order No.: 3

City's Contract No./ Agreement No.: 2022-07

Commission Meeting Date: Click or tap to enter a date.

Purchase Order No.: 050294(FY24); 049629(FY23) 049216(FY22)

Project Name: Outsourced Cleaning Services for Park Locations

Originating Department/Division: Parks & Recreation

Point of Contact/Project Manager: Cheryl Greiner

Contractor: At Your Service Cleaning Group

Change required as a result of:

- | | | |
|--|--|---|
| <input type="checkbox"/> Changed/Unforeseen Conditions | <input type="checkbox"/> Errors and Omissions | <input type="checkbox"/> Change in Scope |
| <input type="checkbox"/> Time Extension/Deletion | <input type="checkbox"/> Change in Price (+/-) | <input checked="" type="checkbox"/> Owner's Request |

Please complete the following sections, and attach additional pages as necessary:

Explanation of Request (What is changing? Include effect on completion time):

Addition of restroom cleaning 7 days per week and increase in trash and recycling service from 2 to 4 days per week. Services to be added upon restroom completion beginning in September 2024 and extending through the remainder of the contract ending on December 31, 2024

Reason for Change Order (Why is it changing?):

A new restroom has been installed at Marina Park requiring the addition of restroom cleaning service as well as an increase in trash and recycling services.

This change is service is allowed per RFB 2022-07, SP-07 ADDITIONS/DELETIONS: The City retains the right to add or delete any bid item, current space, facilities, and/or services during the contract term if it deems 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. If additions are requested by the City, Park's Department and the Contractor shall negotiate pricing and terms in all instances of adding or modifying services or space of a facility. Such work will require approval by the City Manager prior to prosecution. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

Attachments (list documents supporting change):

At Your Service Quote

Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Account Number		Project Number	Amount
001-3038-572-34-00			2571.56

Amendment No.: Click or tap here to enter text.

City's Contract No./ Agreement No.: Click or tap here to enter text.

CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Original Contract Amount:	\$174,950.00	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #		Original Contingency Amount:	
Last Approved Change Order #	2	Approved Use of Contingency Amount:	
Prior Approved Amount: Amendments		This (Decrease)/Increase:	
Prior Approved Amount: Change Orders		Contingency Balance w/ this change approved:	\$0.00
Current Contract Price:	\$174,950.00		
This Change Add/(Deduct):	\$2,571.56		
Total Contract Amount w/ this change (pending approval):	\$177,521.56		

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent change order (the date will auto-fill for the change order). Then fill in the corresponding Action and Basic Description. You must double-click the chart to open in Excel before entering data. There are extra rows hidden, and extra rows may be added if necessary.				
Initial Date	Final Date	Difference (days)*	Action	Basic Description
1/1/22	12/31/22	364 days	No Change in Contract time	Initial Execution
1/1/23	12/31/23	365 days	No Change in Contract time	
1/1/24	12/31/24	365 days	No Change in Contract time	
Total		364 days		
* Calendar days (not working days)				

RECOMMENDED:

By: [Signature] 07-22-24
Contractor Date

By: Jeff Nelson 7-24-24
City POC/Project Manager Date

APPROVED:

By: Sandy Pfundheller
Department Director Date

By: Lisa Herrmann
Budget Administrator Date

By: Alla V. Skipper
Purchasing Date

By: Kimberly Williams
Finance Director Date

By: [Signature] 7/26/24
Assistant City Manager Date

By: [Signature] 7.26.24
City Manager Date



PROPOSAL

729 North Lime Ave Sarasota, FL 34237
 Phone: (941) 360-6796
 Fax: (941) 360-0315
 Website: www.ayscleaninggroup.com

Company Name:	City of North Port	
Customer/Job Name:	Jeff Nelson/Rachael Payne	
Bill To Address:	Parks & Recreation Department	
Job Address:	Marina Park 7030 Chancellor Blvd. North Port, FL	
Email Address:	jnelson@northportfl.gov/rpayne@northportfl.gov	
Phone Number(s):	Home/Office: 941-429-3590	Cell:

DESCRIPTION OF WORK BEING QUOTED

Add restroom cleaning 7 days per week Mon-Sun and increase trash & recycling service from 2 days per week to 4 days per week Mon, Wed, Sat & Sun

NOTE: AYS cannot guarantee that all stains will come up, but we will do our BEST!

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

**ALL JOBS OVER \$500.00
50% DEPOSIT REQUIRED**

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM 7/15/24

Purchaser Signature

AYS Representative Marcel Mueller

Contract Price	\$642.89 per month
Sales Tax NOT Includes, will be charged accordingly	
Less Deposit	N/A
If required, see note above	
Balance Due	To be added to contract



CITY OF NORTH PORT

CHANGE ORDER FORM

Change Order No.: 2

City's Contract No./ Agreement No.: 2022-07

Commission Meeting Date: Click or tap to enter a date.
(FY22)

Purchase Order No.: 050294 (FY24); 049629 (FY23), 049216

Project Name: Outsourced Cleaning Services for Park Locations

Originating Department/Division: Parks & Recreation

Point of Contact/Project Manager: Cheryl Greiner

Contractor: At Your Service Cleaning Group

Change required as a result of:

- Changed/Unforeseen Conditions
 Errors and Omissions
 Change in Scope
 Time Extension/Deletion
 Change in Price (+/-)
 Owner's Request

Please complete the following sections, and attach additional pages as necessary:

Explanation of Request (What is changing? Include effect on completion time):

The composting restroom at the Environmental Park is currently being serviced once per week, two additional weekly services are needed.

Reason for Change Order (Why is it changing?):

The Environmental Park is a highly utilized park, the composting restroom originally was only receiving once per week cleaning / trash removal. This restroom is currently in design to be replaced, however in the meantime it is needed to add two additional cleaning services per week.

This change is service is allowed per RFB 2022-07, SP-07 ADDITIONS/DELETIONS: The City retains the right to add or delete any bid item, current space, facilities, and/or services during the contract term if it deems 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. If additions are requested by the City, Park's Department and the Contractor shall negotiate pricing and terms in all instances of adding or modifying services or space of a facility. Such work will require approval by the City Manager prior to prosecution. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

Attachments (list documents supporting change):

At Your Service Quote

Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.		
Account Number	Project Number	Amount
001-3038-572-34-00		\$1,950


CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Original Contract Amount:	\$173,000.00	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #		Original Contingency Amount:	
Last Approved Change Order #	1 (FY23 \$12,093.60)	Approved Use of Contingency Amount:	
Prior Approved Amount: Amendments		This (Decrease)/Increase:	
Prior Approved Amount: Change Orders		Contingency Balance w/ this change approved:	\$0.00
Current Contract Price:	\$173,000.00		
This Change Add/(Deduct):	\$1,950.00		
Total Contract Amount w/ this change (pending approval):	\$174,950.00		

Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent change order (the date will auto-fill for the change order). Then fill in the corresponding Action and Basic Description. You must double-click the chart to open in Excel before entering data. There are extra rows hidden, and extra rows may be added if necessary.

Initial Date	Final Date	Difference (days)*	Action	Basic Description
1/1/22	12/31/22	364 days	No change in contract time	Initial Execution
1/1/23	12/31/23	365 days	No change in contract time	
1/1/24	12/31/24	365 days	No change in contract time	
Total		364 days		


* Calendar days (not working days)

RECOMMENDED:

By:  5/11/24
 Contractor Date

By:  5/3/24
 City POC/Project Manager Date

APPROVED:

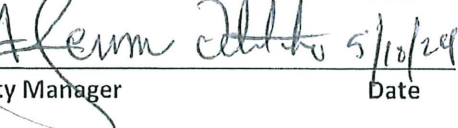
By:  5/3/24
 Department Director Date

By: Lisa Herrmann Digitally signed by Lisa Herrmann
Date: 2024.05.09 10:35:32 -04'00'
 Budget Administrator Date

By: Ginny Duyn Digitally signed by Ginny Duyn
Date: 2024.05.09 11:03:03 -04'00'
 Purchasing Date

By: Kimberly Williams Digitally signed by Kimberly Williams
Date: 2024.05.09 12:16:57 -04'00'
 Finance Director Date

By:  5/9/24
 Assistant City Manager Date

By:  5/10/24
 City Manager Date



PROPOSAL

729 North Lime Ave Sarasota, FL 34237
 Phone: (941) 360-6796
 Fax: (941) 360-0315
 Website: www.ayscleaninggroup.com

Company Name:	City of North Port	
Customer/Job Name:	Jeff Nelson	
Bill To Address:	Parks & Recreation Department	
Job Address:	Myakkahatchee Creek Park 6968 Reisertown Rd. North Port, FL	
Email Address:	jnelson@northportfl.gov	
Phone Number(s):	Home/Office: 941-429-3590	Cell:

DESCRIPTION OF WORK BEING QUOTED

Increase restroom and trash pickup, add 2 additional cleaning days per week (Monday & Saturday)

NOTE: AYS cannot guarantee that all stains will come up, but we will do our BEST!

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

**ALL JOBS OVER \$500.00
50% DEPOSIT REQUIRED**

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM **4/3/24**

Purchaser Signature

AYS Representative Marcel Mueller

Contract Price
 Sales Tax NOT Includes, will be charged accordingly **\$390.00 per month**

Less Deposit
 If required, see note above **N/A**

Balance Due To be added to contract

GENERAL TERMS AND CONDITIONS

1. **DESCRIPTION OF SERVICES.** Beginning on date of execution/signing of proposal, At Your Service Cleaning Group, Inc. will provide to Customer/Client the services described in the attached proposal (collectively, the "Services").

2. **PAYMENT.** Payment shall be made to At Your Service Cleaning Group, Inc., Sarasota, Florida 34237, upon completion of the services described in this Contract.

Customer/Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Customer/Client fails to pay for the Services when due, At Your Service Cleaning Group, Inc. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. **TERM.** This Contract will terminate automatically upon completion by At Your Service Cleaning Group, Inc. of the Services required by this Contract.

4. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a) The failure to make a required payment when due.
- b) The insolvency or bankruptcy of either party.
- c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Florida.

12. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

15. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

16. **OTHER.** All baseboards and walls will be covered with plastic protective sheeting when required however there is the possibility some paint will come off when tape is removed. AYS will move furniture when necessary however we assume no liability should anything gets broken or damaged. AYS cannot guarantee that all stains will come up. AYS cannot guarantee that patch work will match 100%

Purchaser Initials _____

PURCHASE REQUISITION NBR: 0000056863

PO 50294 CO1 F

REQUISITION BY: RACHAEL PAYNE

STATUS: PURCHASING AGENT

REASON: ADD LINE 3 & 4 TO PO 050294

DATE: 11/27/23

SHIP TO LOCATION: PARKS & REC MAINTENANCE

SUGGESTED VENDOR: 6895 AT YOUR SERVICE CLEANING GROUP

DELIVER BY DATE: 9/30/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	OUTSOURCED CLEANING SERVICES RENEWAL FOR THE PERIO D OF JANUARY 1, 2024 THROUGH SEPTEMBER 30, 2024	112000.00	\$\$	1.0000	112000.00	
---	--	-----------	------	--------	-----------	--

COMMODITY: ROADSIDE, GROUNDS, RECREA
SUBCOMMOD: CLEANING ROADSIDE PARK

2	OUTSOURCED CLEANING SERVICES AT WMSP FOR THE PERIO D OF JANUARY 1, 2024 THROUGH SEPTEMBER 30, 2024	19000.00	\$\$	1.0000	19000.00	
---	--	----------	------	--------	----------	--

COMMODITY: ROADSIDE, GROUNDS, RECREA
SUBCOMMOD: CLEANING ROADSIDE PARK

REQUISITION TOTAL: 131000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00130385723400	OTHER CONTRACTED SERVICES	100.00	112000.00
2	12530365723400	OTHER CONTRACTED SERVICES	100.00	19000.00
				131000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

EVER-BLKT-BID

AA 11/21/23; RFB 2022-07

CO1 TO ADD LINES 3&4, REQ NO 56863

PURCHASING DEPARTMENT

VENDOR TRACKING

Prior PO Total: \$42,000.00

New PO Total: \$173,000.00

YTD Dept Exp (Incl): \$173,000.00

YTD CW Exp (Incl): \$173,000.00

**City of North Port Finance Department/Purchasing Division
Administrative Approval**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Parks/ Cheryl Greiner/ 7013/kr

2. DATE:

November 14, 2023

3. REQUESTED MOTION/ACTION:

Recommendation for the City Manager to approve a 2.9% increase to the unit prices indicated on their Bid Form and renewal for Citywide Park Facility Debris Removal and Restroom Cleaning for At Your Services Cleaning Group, Sarasota, Florida from January 1, 2024, through and including December 30, 2024.

(This section to be completed by the requesting Department)

4. IS THIS ITEM BUDGETED (IF APPLICABLE): YES NO IF NO, STATE ACTION REQUIRED

BUDGET DETAIL (LIST EACH PROJECT, ACCOUNT AND AMOUNT): 001-3038-572-34-00 \$125,080.00
125-3036-572-34-00 \$24,590.00

FINANCIAL IMPACT SUMMARY STATEMENT (EXCEL FILE):

DETAILED ANALYSIS ATTACHED (SUPPORTING DOCUMENTS): YES NO

5. BACKGROUND: (WHY THE ACTION IS NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The Request for Bid (RFB) No. 202-07, Citywide Park Facility Debris Removal and Restroom Cleaning was advertised on October 20, 2021. The Bid Opening was held on November 10, 2021, and three submittals were received from Millennium Floor Care, Emerald Facility Management, and At Your Service Cleaning Group.

The initial Contract term shall be from January 1, 2022, through and including December 31, 2022, with an option to renew for two (2) additional one (1) year terms, by mutual agreement. The vendor may request to implement the annual increase as identified in the solicitation.

The initial Contract term shall be from January 1, 2022, through and including December 31, 2022

1st renewal shall be from January 1, 2023, through and including December 31, 2023

2nd renewal shall be from January 1, 2024, through and including December 31, 2024

The following documents are attached as backup:

U.S. Bureau of Labor Statistics CPI

Parks Renewal Letter

At Your Service Renewal Letter

The Parks and Recreation department have reviewed and approves of this increase.

Recommendation for the City Manager to approve a 2.9% increase to the unit prices indicated on their Bid Form and renewal for Citywide Park Facility Debris Removal and Restroom Cleaning for At Your Services Cleaning Group, Sarasota, Florida from January 1, 2024, through and including December 30, 2024.

6. RECOMMENDED APPROVAL AND DATE

DEPARTMENT DIRECTOR	BUDGET ADMINISTRATOR	PURCHASING	FINANCE DIRECTOR	ASST. CITY MANAGER	CITY MANAGER
Sandy Pfundhell Initials:	Lisa Herrmann Digitally signed by Lisa Herrmann Date: 2023.11.15 10:16:10 -05'00'	Ginny Duyn Digitally signed by Ginny Duyn Date: 2023.11.15 10:37:13 -05'00'	Irina Kukharensko Digitally signed by Irina Kukharensko Date: 2023.11.16 09:59:06 -05'00'	Juliana B. Bellia Digitally signed by Juliana B. Bellia Date: 2023.11.16 14:04:25 -05'00'	A. Jerome Fletcher Digitally signed by A. Jerome Fletcher Date: 2023.11.21.09.41.42.0559 Final PDF Release Version: 12.1.1
Date:	Date:	Date:	Date:	Date:	Date:



FINANCE DEPARTMENT/PURCHASING DIVISION
4970 City Hall Boulevard
North Port, Florida 34286
Ph. (941) 429-7170 Fax (941) 429-7173



TO: SANDY PFUNDHELLER, PARKS AND RECREATION DIRECTOR
CHERYL GREINER, BUSINESS OPERATIONS MANAGER
FROM: KEITH RANEY, CONTRACT ADMINISTRATOR II
DATE: 10/26/2023
RE: 2nd RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING

2nd RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING, expires December 31, 2023 with the following vendors:

At Your Services Cleaning Group

By mutual agreement, this contract may be extended for an additional one (1) year term, through December 31, 2024, under the same terms and conditions of the contract.

SP-15 PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

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

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

Please review vendors' performance and confirm the City's approval/disapproval of extension of this contract and return to the Purchasing Department.

Sincerely,

KEITH RANEY

Keith Raney
Contract Administrator II

(Cross out one)

APPROVE / ~~DISAPPROVE~~ THE RENEWAL

Sandy
Pfundheller

Digitally signed by Sandy Pfundheller
DN: DC=Portland, DC=City, OU=Departments,
OU=Parks & Rec, OU=Admin - City Hall, OU=Users, CN=Sandy Pfundheller
Reason: I am approving this document
Location:
Date: 2022.10.30 10:31:32-0400
File: PDF-Example.pdf:13.1.1

SANDY PFUNDHELLER, PARKS AND RECREATION DIRECTOR

Date _____

cc: file



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 1
 P.O. NO.: 050294
 DATE: 10/12/23

** PURCHASE ORDER/FORMAL BID **

TO: AT YOUR SERVICE CLEANING GROUP
 729 NORTH LIME AVE
 SARASOTA, FL 34237-4406

SHIP TO: CITY OF NORTH PORT
 PARKS & RECREATION DEP
 5455 PAN AMERICAN BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.		FLORIDA SALES TAX EXEMPTION NUMBER		F.O.B.		TERMS					
6895		85-8013281465C-1				NET					
DELIVER BY			CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
12/31/23			AA 11/1/22; RFB 2022-07			BERNICE MOEN					
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.		REQ. DATE	
				SEE BELOW							
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION				UNIT COST	EXTENDED COST			
1	36000.00	\$\$	CURRENT AGREEMENT EXPIRES DECEMBER 31, 2023; THREE MONTH PURCHASE ORDER FOR OCTOBER, NOVEMBER AND DECEMBER SERVICES THROUGHOUT THE PARK SYSTEM. UPON RENEWAL TERMS ARE APPROVED, AN ADDITIONAL LINE WILL BE ADDED FOR THE REMIANING NINE MONTHS OF FY24.				1.0000	36000.00			
2	6000.00	\$\$	THREE MONTHS CLEANING AT WARM MINERAL SPRINGS PARK				1.0000	6000.00			
SUB-TOTAL								42000.00			
TOTAL								42000.00			
REMARKS:											
E-VERIFY SYSTEM: CONTRACTOR MUST PROVIDE THE PURCHASING DIVISION A VENDOR'S CERTIFICATION OF COMPLIANCE STATING THE CONTRACTOR AND EACH SUBCONTRACTOR MUST REGISTER WITH AND USE THE											

AUTHORIZED BY *Marilyn Dwyer*
 NPP0 PURCHASING MANAGER

PURCHASE REQUISITION NBR: 0000056628

F

REQUISITION BY: CHERYL GREINER STATUS: PURCHASING AGENT DATE: 10/04/23
REASON: OUTSOURCED CLEANING SERVICE FOR PARKS & WMSP
SHIP TO LOCATION: PARKS & REC MAINTENANCE SUGGESTED VENDOR: 6895 AT YOUR SERVICE CLEANING GROUP DELIVER BY DATE: 12/31/23

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 CURRENT AGREEMENT EXPIRES DECEMBER 31, 2023; 36000.00 \$\$ 1.0000 36000.00

THREE MONTH PURCHASE ORDER FOR OCTOBER, NOVEMBER AND DECEMBER SERVICES THROUGHOUT THE PARK SYSTEM. UPON RENEWAL TERMS ARE APPROVED, AN ADDITIONAL LINE WILL BE ADDED FOR THE REMIANING NINE MONTHS OF FY24.

COMMODITY: ROADSIDE, GROUNDS, RECREA
SUBCOMMOD: CLEANING ROADSIDE PARK

2 THREE MONTHS CLEANING AT WARM MINERAL SPRINGS PARK 6000.00 \$\$ 1.0000 6000.00

COMMODITY: ROADSIDE, GROUNDS, RECREA
SUBCOMMOD: CLEANING ROADSIDE PARK

REQUISITION TOTAL: 42000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	OTHER CONTRACTED SERVICES	PROJECT	%	AMOUNT
1	00130385723400	OTHER CONTRACTED SERVICES		100.00	36000.00
2	12530365723400	OTHER CONTRACTED SERVICES		100.00	6000.00
					42000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

RETURN TO DEPT TO UPDATE ACCT #S NB

EVER-BLKT-BID
AA 11/1/22; RFB 2022-07

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$0
New PO Total: \$42,000.00
YTD Dept Exp (Incl): \$42,000.00
YTD CW Exp (Incl): \$42,000.00



CITY OF NORTH PORT
 Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 1
 P.O. NO.: 049629
 DATE: 11/02/22

** PURCHASE ORDER/FORMAL BID **

CHANGE #: 2

DATE CHG: 03/28/23

TO: AT YOUR SERVICE CLEANING GROUP
 729 NORTH LIME AVE
 SARASOTA, FL 34237-4406

SHIP TO: CITY OF NORTH PORT
 PARKS & RECREATION DEP
 5455 PAN AMERICAN BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.							
6895							
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS		
12/31/22	85-8013281465C-1				NET		
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
CO 3/27/23; RFB 2022-07		BERNICE MOEN					
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		SEE BELOW					
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST		
1	36000.00	\$\$	***** * * CHANGE ORDER * * ***** CO2 TO ADD LINE 3, REQ NO 56044 - 3/28/24 BM CO1 TO ADD LINE 2, REQ NO 55774 - 11/29/22 BM PARK RESTROOM CLEANING AND DEBRIS REMOVAL THIS AGREEMENT EXPIRES DECEMBER 2022; THREE MONTH PURCHASE ORDER FOR OCTOBER, NOVEMBER AND DECEMBER SERVICES. UPON RENEWAL TERMS APPROVED, A SECOND LINE WILL BE ADDED FOR THE REMAINING NINE MONTHS OF FY23.	1.0000	36000.00		
2	108250.00	\$\$	OUTSOURCED CLEANING SERVICES RENEWAL INCLUDING	1.0000	108250.00		

AUTHORIZED BY *Marilyn Owen*
 PURCHASING MANAGER
 NPPO



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 2
 P.O. NO.: 049629
 DATE: 11/02/22

** PURCHASE ORDER/FORMAL BID **

CHANGE #: 2

DATE CHG: 03/28/23

TO: AT YOUR SERVICE CLEANING GROUP
 729 NORTH LIME AVE
 SARASOTA, FL 34237-4406

SHIP TO: CITY OF NORTH PORT
 PARKS & RECREATION DEP
 5455 PAN AMERICAN BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.							
6895							
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS		
12/31/22	85-8013281465C-1				NET		
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
CO 3/27/23; RFB 2022-07		BERNICE MOEN					
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
	SEE BELOW						
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST		
3	12094.00	\$\$	***** * * CHANGE ORDER * * ***** A 9.1% CPI. THIS RENEWAL IS FOR THE PERIOD OF JANUARY 1, 2023 THROUGH SEPTEMBER 30, 2023. ADDITIONAL CLEANING SERVICES FOR WARM MINERAL SPRINGS PARK. THIS CHANGE WILL PROVIDE ON DEEP CLEAN OF THE RESTROOM AND ADMINISTRATION TRAILER, AND WILL ALSO ALLOW FOR DAILY SERVICES FOR CLEANING THESE TWO TRAILERS TO BEGIN APPROXIMATELY APRIL 1, 2023.	1.0000	12094.00		

AUTHORIZED BY *Bernice Moen*
 PURCHASING MANAGER



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 3
 P.O. NO.: 049629
 DATE: 11/02/22

** PURCHASE ORDER/FORMAL BID **

CHANGE #: 2

DATE CHG: 03/28/23

TO: AT YOUR SERVICE CLEANING GROUP
 729 NORTH LIME AVE
 SARASOTA, FL 34237-4406

SHIP TO: CITY OF NORTH PORT
 PARKS & RECREATION DEP
 5455 PAN AMERICAN BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.					
6895					
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.		TERMS	
12/31/22	85-8013281465C-1			NET	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
CO 3/27/23; RFB 2022-07		BERNICE MOEN			
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		SEE BELOW			
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * * *****		
				SUB-TOTAL	156344.00
				TOTAL	156344.00
			REMARKS: E-VERIFY SYSTEM: CONTRACTOR MUST PROVIDE THE PURCHASING DIVISION A VENDOR'S CERTIFICATION OF COMPLIANCE STATING THE CONTRACTOR AND EACH SUBCONTRACTOR MUST 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. *****		
			*****THIS IS A BLANKET ORDER***** *****NOT TO EXCEED AMOUNT SHOWN ABOVE***** *****PURCHASES OF SINGLE ITEMS WITH A VALUE***** *****OF \$5000.00 OR MORE AND NORMAL EXPECTED*****		

AUTHORIZED BY *Bernice Moen*
 NPP0 PURCHASING MANAGER



CITY OF NORTH PORT



CHANGE ORDER FORM

Change Order No.: 1 City's Contract No./ Agreement No.: 2022-07

Commission Meeting Date: Click or tap to enter a date. Purchase Order No.: 049629

Project Name: Outsourced Cleaning Services for Park locations

Originating Department/Division: Parks & Recreation Point of Contact/Project Manager: Cheryl Greiner

Contractor: At Your Service Cleaning Group

Change required as a result of:

- Changed/Unforeseen Conditions
- Errors and Omissions
- Change in Scope
- Time Extension/Deletion
- Change in Price (+/-)
- Owner's Request

Please complete the following sections, and attach additional pages as necessary:

Explanation of Request (What is changing? Include effect on completion time):
Due to temporary operations at Warm Mineral Springs Park, dally cleaning is needed for the restroom trailer and administrative office trailer. Service will begin approximately April 1, and run through September 30. Services may renew with the contract renewal if the Springs is still being operated by the City.

Reason for Change Order (Why is it changing?):
Warm Mineral Springs will be open daily (seven days per week) beginning approximately April 1. This change order will provide for nightly cleaning of each trailer, and At Your Service will perform a one-time deep clean of each trailer prior to reopening the park to the public.

Attachments (list documents supporting change):
At Your Service Quote
At Your Service Administrative Approval and Purchase Order

Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.		
Account Number	Project Number	Amount
125-3036-572-3400		\$12,094

Amendment No. :Change Order #1

City's Contract No./ Agreement No.: 2022-07

CHANGE IN CONTRACT PRICE		CONTINGENCY FUNDS	
Please fill in the information below as applicable. You must double-click the chart to open in Excel before entering data.			
Original Contract Amount:	\$144,322.54	Use of Contingency Funds? (Yes or No)	No
Last Approved Amendment #		Original Contingency Amount:	
Last Approved Change Order #			
Prior Approved Amount: Amendments		Approved Use of Contingency Amount:	
Prior Approved Amount: Change Orders			
Current Contract Price:	\$144,322.54	This (Decrease)/Increase:	
This Change Add/(Deduct):	\$12,093.60		
Total Contract Amount w/ this change (pending approval):	\$156,416.14	Contingency Balance w/ this change approved:	\$0.00

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates of the Original Contract, and the Difference (days) for each subsequent change order (the date will auto-fill for the change order). Then fill in the corresponding Action and Basic Description. You must double-click the chart to open in Excel before entering data. There are extra rows hidden, and extra rows may be added if necessary.				
Initial Date	Final Date	Difference (days)*	Action	Basic Description
		0 days	Original	Initial Execution
10/01/202	9/30/23		No change in contract time line	
Total		0 days		
* Calendar days (not working days)				

RECOMMENDED:


By:  08-8-23
Contractor Date


By:  3/7/23
City POC/Project Manager Date

APPROVED:

By: Sandy Pfundheller 
Date

By: Lisa Herrmann 
Date

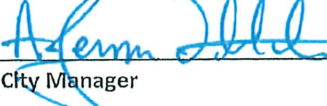
By: 
Date


By: 
Date

By: Purchasing Date

By: Finance Director Date

By:  3/24/23
Assistant City Manager Date

By:  3/27/23
City Manager Date

 <p>At Your Service (941) 360-6796 www.ayscleaninggroup.com</p>	<p>PROPOSAL</p> <p>729 North Lime Ave Sarasota, FL 34237 Phone: (941) 360-6796 Fax: (941) 360-0315 Website: www.ayscleaninggroup.com</p>
---	--

Company Name:	City of North Port	
Customer/Job Name:	Temporary Trailers at WMS	
Bill To Address:	4970 City Hall Blvd. North Port, FL	
Job Address:	12200 San Servando Ave. North Port, FL	
Email Address:	Janelson@northportfl.gov	
Phone Number(s):	Home/Office: 941-429-3592	Cell:

DESCRIPTION OF WORK BEING QUOTED

Restroom Container Trailer - Initial Deep Clean \$150.00 billed 1x	
Restroom Container Trailer – Clean restrooms 1x per day 7 days per week \$982.80 billed per month	
Office Container Trailer – Initial Deep Clean \$150.00 billed 1x	
Office Container Trailer – Clean office/restrooms 1x per day 7 days per week \$982.80 billed per month	
To be added to current contract for RFB NO. 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING	

This proposal does not become a contract until accepted and signed by an officer of the company and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of the law to secure payment of the contract price and may assert and fix the same lien upon the real property on which work is done.

**ALL JOBS OVER \$500.00
50% DEPOSIT REQUIRED**

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until the night of the third business day after the day on which the buyer signs an agreement..."

PRICE VALID FOR THIRTY DAYS FROM **3/6/2023**

Purchaser Signature

 AYS Representative *Marcel Mueller*

Contract Price	
Sales Tax NOT Includes, will be charged accordingly	See Above
Less Deposit If required, see note above	N/A
Balance Due	See Above



CITY OF NORTH PORT
 Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 2
 P.O. NO.: 049629
 DATE: 11/02/22

** PURCHASE ORDER/FORMAL BID **

CHANGE #: 1

DATE CHG: 11/29/22

TO: AT YOUR SERVICE CLEANING GROUP
 729 NORTH LIME AVE
 SARASOTA, FL 34237-4406

SHIP TO: CITY OF NORTH PORT
 PARKS & RECREATION DEP
 5455 PAN AMERICAN BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.					
6895					
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.		TERMS	
12/31/22	85-8013281465C-1			NET	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
CA 12/14/21; RFB 2022-07		BERNICE MOEN		CHERYL GREINER	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		001-3038-572.34-00		55616	11/22/22
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * * CHANGE ORDER * * ***** JANUARY 1, 2023 THROUGH SEPTEMBER 30, 2023.		
				SUB-TOTAL	144250.00
				TOTAL	144250.00
			REMARKS: E-VERIFY SYSTEM: CONTRACTOR MUST PROVIDE THE PURCHASING DIVISION A VENDOR'S CERTIFICATION OF COMPLIANCE STATING THE CONTRACTOR AND EACH SUBCONTRACTOR MUST 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. *****		

AUTHORIZED BY _____ *Living Owen* _____
 NPP0 PURCHASING MANAGER

PURCHASE REQUISITION NBR: 0000055774

PO 49629 CO1 F

DATE: 11/22/22

STATUS: PURCHASING AGENT
REASON: ADD LINE #2 TO PO #49629 FOR OUTSOURCED CLEANING

DELIVER BY DATE: 9/30/23

REQUISITION BY: CHERYL GREINER
SHIP TO LOCATION: PARKS & REC MAINTENANCE

SUGGESTED VENDOR: 6895 AT YOUR SERVICE CLEANING GROUP

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	OUTSOURCED CLEANING SERVICES RENEWAL INCLUDING A 9.1% CPI. THIS RENEWAL IS FOR THE PERIOD OF JANUARY 1, 2023 THROUGH SEPTEMBER 30, 2023. COMMODITY: ROADSIDE, GROUNDS, RECREA SUBCOMM: CLEANING ROADSIDE PARK	108250.00	\$\$	1.0000	108250.00	

REQUISITION TOTAL: 108250.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00130385723400 OTHER CONTRACTED SERVICES		100.00	108250.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

EVER-BLKT-BID
 AA 11/1/22; RFB 2022-07 COM APP
 12/14/21
 CO1 TO ADD LINE 2, REQ NO 55774

APPROVAL
 Purchasing: **Ginny Duyn**
 Finance Director: SEE ATTACHED.
 Asst. City Mgr.: SEE ATTACHED.
 City Manager: SEE ATTACHED.

PURCHASING DEPARTMENT
 VENDOR TRACKING
 Prior PO Total: \$36,000.00
 New PO Total: \$144,250.00
 YTD Dept Exp (Incl): \$144,250.00
 YTD CW Exp (Incl): \$159,250.00

Digitally signed by Ginny Duyn
Date: 2022.11.28 15:33:09
+05'00'

**City of North Port Finance Department/Purchasing Division
Administrative Approval**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

Parks/ Cheryl Greiner/ 7013/kr

2. DATE:

October 25, 2022

3. REQUESTED MOTION/ACTION:

Recommendation for the City Manager to approve a 9.1% increase to the unit prices indicated on their Bid Form and renewal for Citywide Park Facility Debris Removal and Restroom Cleaning for At Your Services Cleaning Group, Sarasota, Florida from January 1, 2023, through and including December 30, 2023.

(This section to be completed by the requesting Department)

4. IS THIS ITEM BUDGETED (IF APPLICABLE): YES NO IF NO, STATE ACTION REQUIRED

BUDGET DETAIL (LIST EACH PROJECT, ACCOUNT AND AMOUNT): 001-3038-572-34-00

FINANCIAL IMPACT SUMMARY STATEMENT (EXCEL FILE):

DETAILED ANALYSIS ATTACHED (SUPPORTING DOCUMENTS): YES NO

5. BACKGROUND: (WHY THE ACTION IS NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The Request for Bid (RFB) No. 202-07, Citywide Park Facility Debris Removal and Restroom Cleaning was advertised on October 20, 2021. The Bid Opening was held on November 10, 2021, and three submittals were received from Millennium Floor Care, Emerald Facility Management, and At Your Service Cleaning Group.

The initial Contract term shall be from January 1, 2022, through and including December 31, 2022, with an option to renew for two (2) additional one (1) year terms, by mutual agreement. The vendor may request to implement the annual increase as identified in the solicitation.

The following documents are attached as backup:

- U.S. Bureau of Labor Statistics CPI
- Parks Renewal Letter
- At Your Service Renewal Letter
- Email from At Your Service requesting an increase.

The Parks and Recreation department have reviewed and approves of this increase.

Recommendation for the City Manager to approve a 9.1% increase to the unit prices indicated on their FY21/22 Bid Form (\$132,284.64) and renewal for Citywide Park Facility Debris Removal and Restroom Cleaning for At Your Services Cleaning Group, Sarasota, Florida from January 1, 2023, through and including December 30, 2023, for an amended total of \$144,322.54.

6. RECOMMENDED APPROVAL AND DATE

DEPARTMENT DIRECTOR	BUDGET ADMINISTRATOR	PURCHASING	FINANCE DIRECTOR	ASST. CITY MANAGER	CITY MANAGER
Sandy P. Rindhelle 2022.10.25 11:47:37-04'00'	Lisa Heilmann Digitally signed by Lisa Heilmann Date: 2022.10.27 10:31:02 -04'00'	Alla V. Skipper Digitally signed by Alla V. Skipper Date: 2022.10.27 09:46:05 -04'00'	Kimberly Williams Digitally signed by Kimberly Williams Date: 2022.10.31 13:43:57 -04'00'	Juliana B. Bellia Digitally signed by Juliana B. Bellia Date: 2022.11.01 13:39:50 -04'00'	Jerome Pittals Digitally signed by Jerome Pittals Date: 2022.11.01 13:41:10 -04'00'
Date:	Date:	Date:	Date:	Date:	Date:

At Your Service

	Monthly Cost
Oct-22	\$ 11,023.72
Nov-22	\$ 11,023.72
Dec-22	\$ 11,023.72
Jan-23	\$ 12,026.88
Feb-23	\$ 12,026.88
Mar-23	\$ 12,026.88
Apr-23	\$ 12,026.88
May-23	\$ 12,026.88
Jun-23	\$ 12,026.88
Jul-23	\$ 12,026.88
Aug-23	\$ 12,026.88
Sep-23	\$ 12,026.88
Fiscal Year Total	\$ 141,313.07
FY21/22	\$ 132,284.64
FY22/23 (+9.1%)	\$ 144,322.54



FINANCE DEPARTMENT/PURCHASING DIVISION
4970 City Hall Boulevard
North Port, Florida 34286
Ph. (941) 429-7170 Fax (941) 429-7173



TO: SANDY PFUNDHELLER, PARKS AND RECREATION DIRECTOR
CHERYL GREINER, BUSINESS SERVICES COORDINATOR

FROM: KEITH RANEY, CONTRACT ADMINISTRATOR II

DATE: 10/11/2022

RE: 1st RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING

1st RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING, expires December 30, 2022 with the following vendors:

At Your Services Cleaning Group

By mutual agreement, this contract may be extended for an additional one (1) year term, through December 31, 2023, under the same terms and conditions of the contract.

SP-15 PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

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

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

Please review vendors' performance and confirm the City's approval/disapproval of extension of this contract and return to the Purchasing Department.

Sincerely,

KEITH RANEY

Keith Raney
Contract Administrator II

(Cross out one)
APPROVE / DISAPPROVED THE RENEWAL

Sandy Pfundheller Sandy Pfundheller
2022-10-11 16:08:15-0400
SANDY PFUNDHELLER, PARKS AND RECREATION DIRECTOR

Date _____

cc: file



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING DIVISION

4970 City Hall Boulevard, Ste 337
North Port, Florida 34286
Phone: (941) 429-7174
Fax: (941) 429-7173
purchasing@cityofnorthport.com



October 13, 2022

Marcel Mueller
AT YOUR SERVICE CLEANING GROUP, INC
729 N. Lime Ave
Sarasota, FL 34237
Fax: (941) 360-0315
Tel: (941) 360-6796

RE: 1st RENEWAL FOR RFB 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING

Dear Mr. Mueller,

Contact **CONTRACT NO. 2022-07 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING** expires December 29, 2022. By mutual agreement, this contract may be extended for an additional one (1) year term, through December 29, 2023, under the same terms and conditions.

SP-15 PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

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

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

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

Please respond below and e-mail this letter back to me at your earliest convenience, as I will need your signed approval to formalize the renewal, provided both parties agree.

If you have any questions regarding this, please do not hesitate to contact me.

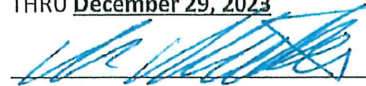
Yours Truly,

Keith Raney

Keith Raney
Contract Administrator II

/as

APPROVED FOR RENEWAL
THRU December 29, 2023



Marcel MUELLER, PRESIDENT

Date 10.21.2022



CITY OF NORTH PORT

Purchasing Division
 4970 CITY HALL BLVD.
 NORTH PORT, FL 34286
 (941) 429-7170 (941) 429-7173

PAGE: 1
 P.O. NO.: 049629
 DATE: 11/02/22

** PURCHASE ORDER/FORMAL BID **

TO: AT YOUR SERVICE CLEANING GROUP
 729 NORTH LIME AVE
 SARASOTA, FL 34237-4406

SHIP TO: CITY OF NORTH PORT
 PARKS & RECREATION DEP
 5455 PAN AMERICAN BLVD
 NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
 ATTN: FINANCE DEPARTMENT
 4970 CITY HALL BOULEVARD
 NORTH PORT, FLORIDA 34286

VENDOR NO.		6895					
DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.			TERMS		
12/31/22	85-8013281465C-1				NET		
CONFIRM BY		CONFIRM TO			REQUISITIONED BY		
CA 12/14/21; RFB 2022-07		BERNICE MOEN			CHERYL GREINER		
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		001-3038-572.34-00		55616	12/31/22		
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST		
1	36000.00	\$\$	PARK RESTROOM CLEANING AND DEBRIS REMOVAL THIS AGREEMENT EXPIRES DECEMBER 2022; THREE MONTH PURCHASE ORDER FOR OCTOBER, NOVEMBER AND DECEMBER SERVICES. UPON RENEWAL TERMS APPROVED, A SECOND LINE WILL BE ADDED FOR THE REMAINING NINE MONTHS OF FY23.	1.0000	36000.00		
				SUB-TOTAL	36000.00		
				TOTAL	36000.00		
			REMARKS: E-VERIFY SYSTEM: CONTRACTOR MUST PROVIDE THE PURCHASING DIVISION A VENDOR'S CERTIFICATION OF COMPLIANCE STATING THE CONTRACTOR AND EACH SUBCONTRACTOR MUST 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				

AUTHORIZED BY *Christy Owen*
 NPP0 PURCHASING MANAGER

PURCHASE REQUISITION NBR: 0000055616

REQUISITION BY: CHERYL GREINER

STATUS: PURCHASING AGENT
REASON: CLEANING SERVICES FOR PARK LOCATIONS

DATE: 10/21/22

SHIP TO LOCATION: PARKS & REC MAINTENANCE

SUGGESTED VENDOR: 6895 AT YOUR SERVICE CLEANING GROUP

DELIVER BY DATE: ~~10/21~~/22
12/31/22

1 36000.00 \$\$ 1.0000 36000.00

PARK RESTROOM CLEANING AND DEBRIS REMOVAL
THIS AGREEMENT EXPIRES DECEMBER 2022; THREE MONTH
PURCHASE ORDER FOR OCTOBER, NOVEMBER AND DECEMBER
SERVICES. UPON RENEWAL TERMS APPROVED, A SECOND
LINE WILL BE ADDED FOR THE REMAINING NINE MONTHS
OF FY23.

COMMODITY: ROADSIDE, GROUNDS, RECREA
SUBCOMM: CLEANING ROADSIDE PARK

REQUISITION TOTAL: 36000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00130385723400	OTHER CONTRACTED SERVICES	100.00	36000.00
				36000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

OF FY23.

EVER-BLKT-BID
CA 12/14/21; RFB 2022-07

PURCHASING DEPARTMENT
VENDOR TRACKING

Prior PO Total: \$0
New PO Total: \$36,000.00
YTD Dept Exp (Incl): \$36,000.00
YTD CW Exp (Incl): \$36,000.00

APPROVAL

Purchasing: _____
Finance Director: SEE ATTACHED.
Asst. City Mgr.: SEE ATTACHED.
City Manager: SEE ATTACHED.



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File #: 21-1929 **Version:** 1 **Name:**

Type: Consent Agenda **Status:** Passed

File created: 11/17/2021 **In control:** [City Commission Regular Meeting](#)

On agenda: 12/14/2021 **Final action:** 12/14/2021

Title: Approve Award of Request for Bid No. 2022-07 for Citywide Park Facility Debris Removal and Restroom Cleaning to At Your Services Cleaning Group, Sarasota, Florida, at the Unit Prices Indicated in Their Bid Form, With the Contract Period From January 1, 2022, Through and Including December 30, 2022, and Authorize the City Manager to Exercise the Options to Renew Two (2) Additional One-Year Terms. Estimated Budget Amount for 2022 is \$132,284.64.

Sponsors: [Cheryl Greiner](#)

Attachments: [1. Notice of Intent to Award](#), [2. Award Recommendation Memorandum](#), [3. Official Bid Tabulation](#), [4. Solicitation and Addenda](#), [5. Submittal by At Your Service Cleaning Group](#), [6. Florida Division of Corporations Document](#)

History (1) [Staff Summary](#)

TO: Honorable Mayor & Members of the North Port Commission

FROM: A. Jerome Fletcher II, City Manager

TITLE: Approve Award of Request for Bid No. 2022-07 for Citywide Park Facility Debris Removal and Restroom Cleaning to At Your Services Cleaning Group, Sarasota, Florida, at the Unit Prices Indicated in Their Bid Form, With the Contract Period From January 1, 2022, Through and Including December 30, 2022, and Authorize the City Manager to Exercise the Options to Renew Two (2) Additional One-Year Terms. Estimated Budget Amount for 2022 is \$132,284.64.

Recommended Action

Approve Award of Request for Bid No. 2022-07 for Citywide Park Facility Debris Removal and Restroom Cleaning to At Your Services Cleaning Group, Sarasota, Florida, at the unit prices indicated in their Bid Form, with the Contract period from January 1, 2022, through and including December 30, 2022, and authorize the City Manager to exercise the options to renew two (2) additional one-year terms. **Estimated budget amount for 2022 is \$132,284.64.**

Background Information

Request for Bid (RFB) No. 2022-07 for Citywide Park Facility Debris Removal and Restroom Cleaning was advertised on October 20, 2021. The bid opening was held on November 10, 2021, and three submittals were received from Millennium Floor Care, Emerald Facility Management, and At Your Services Cleaning Group.

The Contractor will provide facility debris removal and restroom cleaning services throughout the City to 27 locations (some locations have multiple service sites), with a variety of cleaning schedules and frequencies, at the rates identified on the bid schedule included in the Submittal by At Your Service Cleaning Group attachment.

Based upon the above information, Parks & Recreation recommends that City Commission approve the award of RFB No. 2022-07 to At Your Service Cleaning Group, as the most responsive and responsible bidder.

The initial Contract term shall be from January 1, 2022, through and including December 31, 2022, with an option to renew for two (2) additional one (1) year terms, by mutual agreement. The vendor may request to implement the annual increase as identified on the RFB bid schedule.

At Your Service Cleaning Group is the same company awarded the prior contract for these park cleaning and debris removal services. The Contract was adjusted in 2021 to allow for additional locations as a result of the interlocal transition. On July 1, 2021, the following parks were returned by Sarasota County to the City of North Port for operations and maintenance:

- Atwater Park
- Narramore Soccer Complex
- Butler Park
- Larry Thoennissen Fields at the George Mullen Activity Center
- Narramore Softball Complex
- Myakkahatchee Creek Environmental Park

Accordingly, cleaning services for these locations were added the existing Agreement. In the Fiscal Year 2022 adopted budget, these locations are budgeted for the full year of service.

Strategic Plan

Efficient & Effective Government

Financial Impact

Funding in the amount of \$135,000 is budgeted in the Fiscal Year 2022 Parks & Recreation Park Maintenance budget, account number 001-3038-572-34-00, Contracted Services.

Procurement

RFB No. 2022-07 was procured pursuant to Section 2-404 of the City of North Port Procurement Code - Competitive Sealed Bid Process.

Vendor Information:

At Your Service Cleaning Group
729 N. Lime Ave.
Sarasota, FL 34237

Attachments:

1. RFB No. 2022-07 Notice of Intent to Award
2. RFB No. 2022-07 Award Recommendation Memo
3. RFB No. 2022-07 Official Bid Tabulation
4. RFB No. 2022-07 Solicitation and Addenda
5. Submittal by At Your Service Cleaning Group
6. Florida Dept of Corporations document

Prepared by: Cheryl Greiner, Business Services Coordinator

Department Director: Sandy Pfundheller, Director of Parks & Recreation



CITY OF NORTH PORT
 FINANCE DEPARTMENT/PURCHASING DIVISION
 4970 CITY HALL BLVD, STE 337
 NORTH PORT, FLORIDA 34286
 Office: 941.429.7170
 Fax: 941.429.7173
 Email: purchasing@cityofnorthport.com



AWARD RECOMMENDATION

To: Sandy Pfundheller, CPRE, Parks and Recreation Director
Thru: Cheryl Greiner, Business Services Coordinator
From: Keith Raney, Contract Administrator II
Date: 11/15/2021
Subject: REQUEST FOR BID (RFB) 2022-07 Citywide Park Facility Debris Removal and Removal Restroom Cleaning

Bid opening was held on November 10, 2021, (3) three bids received from:

Below is the bids amount for the contractor that submitted:

COMPANY NAME	TOTAL
Millennium Floor Care	\$131,700.00
At Your Services Cleaning Group	\$132,284.64
Emerald Facility Management	\$124,729.80

Please review the submittals, copies were provided to Ms. Greiner. Purchasing have reviewed the bid submittals and have determined the apparent low bidder, At Your Services Cleaning Group. to be responsive (see attached tabulation). Emerald Facility Management and Millennium Floor Care were deemed non-responsive for not turning in all the required documentation. For the purpose of the initial evaluation any bids errors in addition were corrected per the solicitation.

Parks and Recreation shall review the submittals to determine if the bidder is responsible. A responsible person, company or entity is determined to have the capability in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance and the capacity and capability to perform in accordance with the specifications. Additionally, verify the references and make sure the qualifications which were specified in the solicitation have been met. Please complete and sign this form and attach your recommendation along with the recommendation of Project Manager/Consultant for Finance Director's approval. Upon receipt of this form, I will post Notice of Intent (NOI) and will initiate the contract process.

	APPARENT LOW BIDDER SUBMITTAL: At Your Services Cleaning Group 729 N. Lime Ave Sarasota, FL 34237	APPARENT LOW BIDDER SUBMITTAL		
		YES	NO	N/A or OTHER
		1	Procurement reviewed and determined the apparent low bidder to be responsive:	✓
2	Project Manager/Engineer reviewed and determined the apparent low bidder to be responsible bidder meeting or exceeding specifications:	✓		
3	Department Director recommendation: to the lowest responsive, responsible bidder meeting or exceeding specifications:	✓		

DEPARTMENT: ADDITIONAL JUSTIFICATION ATTACHED (OPTIONAL):

YES	NO
	X

TOTAL BID PRICE	\$132,284.64
CONTINGENCY AMOUNT	\$2,500.00

Account Number	Project	Available Amount
001-3038-572-34-00	N/A	\$80,000 (existing locations serviced prior to the interlocal transition)
001-3038-572-34-00	N/A	\$55,000 (additional locations added due to the interlocal transition)

Sandy Pfundheller

Digitally signed by Sandy Pfundheller
Date: 2021.11.23 11:57:09 -05'00'

Sandy Pfundheller, CPRE, Parks and Recreation Director

Date

Cheryl Greiner

Digitally signed by Cheryl Greiner
DN: cn=Cheryl Greiner, o=City of Horry, ou=City of Horry Parks & Recreation, ou=City of Horry Parks & Recreation, cn=Cheryl Greiner, email=cheryl.greiner@horry.com
Reason: I am the author of this document
Location: your signing location here
Date: 2021.11.23 11:53:39 -05'00'
Font: PDF EMail Version, 11.2.0

Cheryl Greiner, Business Services Coordinator

Date

Ginny Duyn

Digitally signed by Ginny Duyn
Date: 2021.11.24 09:10:42 -05'00'

Ginny Duyn for
Alla Skipper

Date

Alla Skipper, Sr. Contract Administrator

Lisa Herrmann

Digitally signed by Lisa Herrmann
Date: 2021.11.24 10:00:01 -05'00'

Lisa M. Herrmann, Budget Administrator

Date

Kimberly Williams

Digitally signed by Kimberly Williams
Date: 2021.11.24 16:05:08 -05'00'

Kimberly Ferrell, Finance Director

Date



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



December 6, 2024
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-11 Citywide Park Facility Debris Removal and Restroom Cleaning

DUE DATE: 2:00 PM, December 16, 2024

City Hall, Room 244 (Bids need to be delivered to Customer Care Center so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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

Q1: Who was the last contractor awarded this contract, and what was the awarded amount?

A1: At Your Service, \$165,000 for final year of contract.

Q2: Will the City provide consumables such as paper towels, toilet paper, and soap for the dispensers?

A2: Please reference the scope of services defined in the RFB document, specifically section 1.1.

1.1 All restrooms are to be cleaned as follows at each visit:

- Sweep, then mop all floors using a mop, mop bucket with clean water and a clean mop and an all-purpose disinfectant cleaner (change water frequently.)
- Vendor will provide their own mops and rags.
- Vendor must ensure that all washed floors are not wet or slippery before leaving the park location.
- Clean all fixtures, including but not limited to sinks, toilets, urinals, faucets, inside and outside surfaces of diaper changing stations, etc. by using disinfecting all-purpose cleaner spray and cloth.
- Clean water fountain adjacent to the restroom building if one is in place at the facility.
- Clean all mirrors using disinfecting all-purpose cleaner and cloth.
- Restock all toilet paper and soap (the City will provide soap, toilet paper and paper towels).
- Empty all trash bins and replace liners each time.

19

RFB NO. 2025-11 CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING

- The Vendor is responsible for providing trash bags and cleaning products such as floor cleaning products, toilet cleaning products, etc.
- Notify Facilities Maintenance On-Call immediately when any issues arise.

Q3: Are there any special services included in the contract, such as strip and wax of floors or carpet cleaning? If so, will these services be required on an annual or semi-annual basis?

A3: These services are not included or requested as part of this solicitation.

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

Keith Raney

Keith Raney, CPPB, CPPO

Contract Administrator II

Finance Department/Purchasing Division

4970 City Hall Blvd.

North Port, Florida 34286

Tel: 941.429.7103

Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

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

End of Addendum No.1

City of North Port



Request for Bid No. 2025-11

Citywide Park Facility Debris Removal and
Restroom Cleaning



City of North Port

FINANCE DEPARTMENT/PURCHASING DIVISION

**4970 CITY HALL BLVD
NORTH PORT, FL 34286**

Office: 941.429.7170

Fax: 941.429.7173

Email: purchasing@northportfl.gov



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

RFB NO. 2025-11

Citywide Park Facility Debris Removal and Restroom Cleaning

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified contractor capable of providing services in accordance with specifications to furnish all labor, materials, equipment and incidentals required for citywide park facility debris removal and restroom cleaning.

BID OPENING:

4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA 34286

DECEMBER 16, 2024 at 2:00 PM

City Hall, Room 244 (Bids need to be delivered to Customer Care Center so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on www.demandstar.com. Links to DemandStar are also available from the City website at www.Northportfl.gov. Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.northportfl.gov/files> (**select the Purchasing Folder and scroll to Project RFB 2025-11**). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Keith Raney, Contract Administrator II at 941.429.7103. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@northportfl.gov. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **December 9, 2024**.

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 DATES: November 12, 2024

www.northportfl.gov

www.demandstar.com

TABLE OF CONTENTS

Legal Notice 2

Non-Submittal Response Page 4

Section I: Instruction to Bidders 5

Section II: Special Provisions 18

Section IV Check list followed by attachments 1-17 **TO BE COMPLETED AND RETURNED WITH
BID** 24

EXHIBITS

ATTACHMENTS:

1. Excel Bid Schedule

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 **2025-11 Citywide Park Facility Debris Removal and Restroom Cleaning**.

- 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.

SECTION I. INSTRUCTIONS TO BIDDERS

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

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

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

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

1. INSTRUCTIONS TO BIDDERS

- A. QUALIFICATIONS OF BIDDER:** It is intent to the City to award this Contract to the lowest responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.
- B. EXAMINATION OF BID DOCUMENTS:** Prior to submission of a bid form, Bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect 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 business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

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

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

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

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

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

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

- E. NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.
- F. CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.
- G. PROMPT PAYMENT:** It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments: however, such discounts will not be considered in determining the lowest price during bid evaluation.

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 Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

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

returned to all Bidders after award of bid. If using a bid bond use the City of North Port bid bond form.

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

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

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

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

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

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

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and subcontractors form.

This form must be completed and included with the bid form. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

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

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

3. **CITY RIGHTS:** The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response: the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.
4. **AWARD OF BID:** The award shall be let to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.
The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.
5. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by Bidders:
Obviously misplaced decimal points will be corrected.

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

Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the City will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.
7. **WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.
8. **DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.
9. **TAXES/FREIGHT:** The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.
In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:
 - (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased:
 - (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing:
 - (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier:
 - (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.
The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.
10. **CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
11. **TERMINATION OF CONTRACT:**
 - A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.

- (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
 - (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
 - (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request 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.
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;

- (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
- (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
- (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

G. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

H. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

I. E-Verify Violation.

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

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

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

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

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

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Vendor'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 five (5) years after completion of the services.

- 14. CODE OF ETHICS:** With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.
- 15. COLLUSION:** By offering a submission to this RFB, the Bidder certifies that the Bidder has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor: any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor: no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into: and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.
- 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 Bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the affidavit.

- 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 Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 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:

- 20.1. 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.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. **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.**
- 20.6. 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:

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

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

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

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

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

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

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

25. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the

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

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

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

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

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

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

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

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

- 29. STATE REGISTRATION REQUIREMENTS:** Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.
- 30. NOTICE TO PROCEED/DELIVERY:** After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful Bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.
- 31. PERFORMANCE EVALUATION:** At the end of the Contract, the receiving department may evaluate the successful Bidder's performance. This evaluation will become public record.
- 32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:** All Bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the Bidder.
- 33. NONEXCLUSIVE CONTRACT:** Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.
- 34. AUDIT:** City shall have the right to audit Vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
- 35. UNAUTHORIZED ALIEN WORKERS:** The City 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 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 Agreement by the City.
- 36. 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 their probation and registry requirements.
- 37. PAYMENT:** One (1) original requests for payment must be submitted to the City of North Port on a form approved by the City. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied by written consent of the surety, when applicable, and an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City the City will not reduce the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials and

services furnished under this Contract.

Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, the surety does not object, and the City has retained adequate coverage for the project through the achievement of Final Completion.

- 38. MBE:** Contractors awarded construction Contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.
- 39. DBE Contract Assurance (IF APPLICABLE):** The 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.
- 40. INSURANCE REQUIREMENTS:** The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.
- 41. CONTACT PROHIBITION:** All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- 42. 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.
- 43. LOCAL PREFERENCE:** Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.
 - A. Local Business Definition:**

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

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

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

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

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

B. Local Price Match Option:

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

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

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

- 45. RELEASE OF LIENS:** The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.
- 46. DIRECT PURCHASE:** The City reserves the right, at the City's sole option, to utilize the Purchasing Department's direct purchase order system. Direct purchase orders may be issued for applicable supplies and equipment to utilize in this project in order to recover applicable sales tax on these purchase orders.
- 47. 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.
- 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.

END OF SECTION I

SECTION II. SPECIAL PROVISIONS

- A. INTENT:** The purpose of this project is to obtain a competent, experienced and responsible Contractor to furnish all labor, transportation, equipment, and materials required for the description of work below, except that the City will provide paper products for the restrooms. Contractor shall be experienced and hold any applicable licenses/permits to provide services. This work is located citywide. Provide cost for each per location and services per “Exhibit A” attached.
- B. TERM OF CONTRACT/RENEWALS:** The term of this contract shall be effective from the date of the award for a period of three years, with an option to renew for two (2) additional one-year terms by mutual agreement, within budgetary limitations, at the same terms and conditions. Authorize City Manager to approve all future renewals.
- C. BID PRICES/TERM OF CONTRACT:** Contractor shall bid monthly unit prices. Prices are to include all labor, materials and equipment necessary to perform the services including the changing and installing to full capacity of the associated dispensers such as toilet paper, paper towels, soap, garbage liners, etc. These prices shall be considered firm for the duration of the project. Payment will be made upon completion of the project.
- D. FORM OF CONTRACT:** The submitted bid schedule form signed by the bidder, together with the complete bid package and any addenda furnished by the city and purchase order shall constitute as a binding contract. The bidder shall be required to perform according to the bidder’s submitted bid form and the city’s bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the bidder. The transmitted purchase order shall serve as both a notice of acceptance and a notice to proceed to bidder. 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 possible penalties.
- E. LOCATIONS:** Debris removal and restroom cleaning services required is listed in “Exhibit A.”
- F. SCOPE AND SPECIFICATIONS FOR CLEAN RESTROOM(S) AND DEBRIS REMOVAL:**
- 1. CLEAN RESTROOM(s):**
 - 1.1 All restrooms are to be cleaned as follows at each visit:**
 - Sweep, then mop all floors using a mop, mop bucket with clean water and a clean mop and an all-purpose disinfectant cleaner (change water frequently.)
 - Vendor will provide their own mops and rags.
 - Vendor must ensure that all washed floors are not wet or slippery before leaving the park location.
 - Clean all fixtures, including but not limited to sinks, toilets, urinals, faucets, inside and outside surfaces of diaper changing stations, etc. by using disinfecting all-purpose cleaner spray and cloth.
 - Clean water fountain adjacent to the restroom building if one is in place at the facility.
 - Clean all mirrors using disinfecting all-purpose cleaner and cloth.
 - Restock all toilet paper and soap (the City will provide soap, toilet paper and paper towels).
 - Empty all trash bins and replace liners each time.

- The Vendor is responsible for providing trash bags and cleaning products such as floor cleaning products, toilet cleaning products, etc.
- Notify Facilities Maintenance On-Call immediately when any issues arise.

1.2 All restrooms are to be cleaned as follows on the first visit per month:

- Clean partition walls using disinfecting all-purpose cleaner.
- Clean windows, and interior and exterior of entrance doors.
- Remove cobwebs from window sills, vents, and ceilings.

1.3 Specialized bio-hazard cleaning services:

- Remove any biohazard (feces, urine, blood, etc.) item from walls, floors, interior restroom surfaces.
- Clean, disinfect, and sanitize all affected areas.
- Remove trash including all biohazard items.

1.4 Additional Cleaning Requirements:

- The contractor shall submit all cleaning supplies and material changes to the city's Contract Administrator within three (3) business days prior to the change date. This submittal must include Material Safety Data Sheets (MSDS), as applicable.
- Cleaning supplies furnished by the city are assigned to specific facilities. The contractor shall store all required supplies at the issued facility. In the event a facility does not have adequate secured storage space, the contractor shall mark the supplies with the issued facility ID.

2. DEBRIS REMOVAL:

- Remove and replace liners every visit, regardless of quantity of trash.
- Dispose of trash bags into designated garbage dumpster or bin.
- Remove any bagged debris placed next to cans.
- Remove loose debris visible within a 10' radius of each can.
- Remove and replace liners from recycling bins at parks as listed on Exhibit A, on every visit, regardless of quantity of recycling items.
- Dispose of recycling items within designated City recycling dumpsters as indicated on Exhibit A.
- Recycling items must be removed from liners upon placement within designated City recycling dumpsters.
- Contractor may dispose of litter and debris in City dumpsters. Contractor shall only dispose of litter and debris collected through work performed in accordance with this agreement in City dumpsters and shall not dispose of any litter or debris collected through any other work performed outside of this agreement in any City dumpster. If the Contractor chooses to dispose of litter and debris at an alternative off-site location, the contractor is responsible for coordinating access and for the cost for such disposal.

3. CLEANING / TRASH REMOVAL SCHEDULE

- As outlined on the Bid form, the City's prioritized locations needing service by 10 am and by noon on a set recurring basis.
- Within 15 days of award, the chosen contractor will provide a schedule indicating what time of day the required cleaning will take place, with a maximum 2-hour window per site, and taking into consideration the requested service completed by time outlined on the bid schedule.

4. RESTROOM CLEANING COMPLIANCE

- The Contractor's staff shall initial a cleaning confirmation sheet and note the time and date of the cleaning at each restroom upon cleaning.
- If cleaning is not completed as noted on the schedule:

- **First offense within 30 days:**
 - i. The City will provide written notice to Contractor.
 - ii. If Contractor denies the non-compliance offense, the Contractor must respond to the City within 2 business days with supporting documentation.
 - iii. If Contractor does agree, does not dispute, or does not provide supporting documentation for the dispute, the offense will be recorded.
- **Second offense within 30 days:**
 - i. The City will provide written notice to Contractor.
 - ii. If Contractor denies the non-compliance offense, the Contractor must respond to the City within 2 business days with supporting documentation.
 - iii. If Contractor does agree, does not dispute, or does not provide supporting documentation for the dispute, the offense will be recorded.
 - iv. The Contractor must provide a written response for planned improvement within 7 business days of receipt of the second offense notice.
- **Third offense within 30 days:**
 - i. The City will provide written notice to Contractor.
 - ii. If Contractor denies the non-compliance offense, the Contractor must respond to the City within 2 business days with supporting documentation.
 - iii. If Contractor does agree, does not dispute, or does not provide supporting documentation for the dispute, the offense will be recorded.
 - iv. Payment for the park cleaning in dispute will be withheld from the monthly payment.

- G. ADDITIONS/DELETIONS:** The City reserves the right to add or delete any bid item, current space, facilities, and/or services during the contract term if it deems 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. If additions are requested by the city, The Parks & Recreation Department and contractor shall negotiate terms and pricing in all instances of adding or modifying services or space of a facility. Such work will require approval by the City Manager prior to prosecution. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the contract.
- H. SPECIAL REQUESTS:** Additional event cleanings may be asked of the contractor for covering large events within the locations of the contract. This will be provided by the City asking for a bid for these additional cleaning cycles, along with additional supplies, for such events and needs. A separate purchase order will be provided to the contractor for the additional services per agreed bid given.
- I. CONTINGENCY PLANNING:** Contractor to have contingency planning to manage staffing shortages and service interruptions.
- J. DISASTER PLANNING AND READINESS:** Contractor to have a plan to respond to emergency service needs which includes but is not limited to natural disasters or extreme vandalism of biomaterial and a plan to clean when deemed necessary and/or requested. During a natural disaster or man-made event, it will be necessary to work with the city or its designee to create a schedule needed for cleaning of buildings or shelters assigned using the scoped criteria set herein only when it is safe to do so, meaning directly before and directly after the natural disaster.
- K. STANDARD WORK REQUIREMENTS:**
- All contractor personnel shall be supervised by the contractor at all times to assure quality of work required herein.
 - Service Delivery: Work loading shall be in accordance with industry standards and industry accepted methodology for determining the number of labor hours needed to accomplish the

work required as specified herein the scope or performance outcomes.

- Locations will be cleaned per given schedule provided herein this bid. In the case of City holidays, cleaning will still need to be conducted.
- In the event some scheduled work or meeting activity, in any of these locations listed, interferes with the normal scheduled cleaning of areas, cleaning schedule shall be rearranged with the city's representative, otherwise the normal schedule applies.
- The city has the right to require the contractor to remove from this contract any employees deemed by the city and in the performance of these duties' incompetent, careless, insubordinate or otherwise objectionable; or any personnel whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the city.
- The contractor will submit the names and addresses of its employees engaged in the work of this contract. Names of new employees must be submitted to the city prior to them commencing work on this contract. Employees shall be required to pass a background check.
- The contractor shall provide a copy of the specifications and conditions to all their employees to reinforce their knowledge of the work required and the quality expected.
- The contractor will be responsible for seeing that employees do not disturb or open cabinets or use equipment that may coexist in storage closets. Use of the equipment or city owned items will result in the removal of employees from this contract.
- The contractor shall report damage or vandalism that is found in areas to the assigned park's supervisor or other appointed city representative during the next business day.

- L. REFERENCES:** Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references for projects of similar size and scope. 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.
- M. EQUIPMENT:** The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition and appropriate for the intended use on the project. The equipment shall produce results that meet or exceed the specifications stated herein.
- N. CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of the specifications set forth herein. Other consideration(s) of award shall be local preference, qualifications, notice needed prior to commencement, references from similar projects. Any unfavorable references may be cause to deem bidder non-responsive.

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

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

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

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment,

then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City's Purchasing Division may require additional information to verify the price increase.

END OF SECTION II

<p align="center">BIDDER CHECKLIST</p> <p align="center">ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID</p>	<p align="center">SUBMIT THIS CHECKLIST</p>
<p align="center">SEALED RFB ENVELOPE LABEL</p>	
	<p align="center">Check (v)</p>
<p>ATTACHMENT 1: Insurance Requirements and Acknowledgement (page 29 acknowledgment to be submitted)</p>	
<p>ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in Excel format on USB DRIVE). DO NOT RECREATE THIS FORM.</p>	
<p>ATTACHMENT 3: Bid Form</p>	
<p>ATTACHMENT 4: Statement of Organization</p>	
<p>ATTACHMENT 5: Addenda and Bid Bond Form</p>	
<p>ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List</p>	
<p>ATTACHMENT 7: Qualifications and References</p>	
<p>ATTACHMENT 8: Non-Collusive Affidavit</p>	
<p>ATTACHMENT 9: Conflict of Interest</p>	
<p>ATTACHMENT 10: Public Entity Crime Information</p>	
<p>ATTACHMENT 11: Drug-Free Workplace Form</p>	
<p>ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)</p>	
<p>ATTACHMENT 13: Scrutinized Company Certification Form</p>	
<p>ATTACHMENT 14: Lobbying Certification</p>	
<p>ATTACHMENT 15: Vendor’s Certification For E-Verify System</p>	
<p>ATTACHMENT 16: Affidavit of Compliance Regarding Foreign of Concern Laws</p>	
<p>ATTACHMENT 17: Anti-Human Trafficking Affidavit</p>	

ENVELOPES MUST BE MARKED

“SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)”.

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

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	
KEITH RANEY, Contract Administrator II	
4970 City Hall, 3 RD Floor, Suite 337	
North Port, Florida 34286	
RFB 2025-11	
CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING	

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

ATTACHMENT 1:**INSURANCE REQUIREMENTS**

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

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

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

Requirements:**1. Commercial General Liability – Occurrence Form (CG 00 01)**

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

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

- General Aggregate \$600,000
 - Each Occurrence \$300,000
 - products and completed ops \$600,000
 - damage to rented premises \$100,000
- a) The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
 - b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
 - c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

- Proof of current auto liability insurance
- a. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - b. Policy shall contain a waiver of subrogation against the City of North Port.

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

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial

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

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

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$500,000.00
- a. Policy shall contain a waiver of subrogation against the City of North Port.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

GENERAL REQUIREMENTS:

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

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

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

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

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written**

on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.

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

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

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

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

Bidder Statement:

We understand the requirements requested and agree to fully comply.

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

AUTHORIZED SIGNATURE DATE _____ **DATE** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 2:

EXCEL TABULATION

SEPARATE ATTACHMENT

- DO NOT RECREATE
- COMPLETE AND SUBMIT 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 blank 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 blocks. 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 3:
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 2025-11 **CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

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

PROJECT TOTAL: _____ \$ _____

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

Date: _____

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

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 4:
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: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this
___ day of _____ 2024, 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 5

ADDENDA ACKNOWLEDGEMENT

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

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

BID BOND TERMS

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____

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

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

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

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

CITY OF NORTH PORT BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

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

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for (**RFB NO. 2025-11 Citywide Park Facility Debris Removal and Restroom Cleaning**).

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

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

Witness as to Principal:

_____ (SEAL)

(Principal)

(By)

Witness as to Surety:

Printed Name

_____ (SEAL)

(Surety's Name)

(By-As Attorney-in-Fact, Surety)

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 6:
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: _____

The following is a listing of your 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 (If leased, date of expiration)

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **CITYWIDE PARK FACILITY DEBRIS REMOVAL AND RESTROOM CLEANING.** 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 7:

QUALIFICATIONS AND REFERENCES

Vendor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope involving janitorial services as listed in the scope of services.

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

**ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT**

State of _____
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

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

By: _____
(Printed Name)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 2024, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 9:
CONFLICT OF INTEREST FORM**

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

PART I.

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

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

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

Name: _____

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

None of The Above

PART II:

Are you going to request an advisory board member waiver?

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

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

COMPANY: _____

SIGNATURE: _____

This page must be completed and submitted

**ATTACHMENT 10:
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 _____ 2024, by _____.

Notary Public – State of _____

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 11:
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 12:

AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

AND

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

AND

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

AND

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

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

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 2024, by _____.

Notary Public – State of _____

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 _____ } SS.

Before me, the undersigned authority, personally appeared: _____

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

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

AND

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

AND

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

AND

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

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

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

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____ 2024, by _____.

Notary Public – State of _____

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 13:

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 14:
LOBBYING CERTIFICATION**

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

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2024 _____, 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 _____, 2024.

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 _____ 2024, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 15:
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 _____, 2024, by _____, as _____.

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 16:

AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

[Redacted]

[name of legal entity, in bold ALLCAPS]

[Redacted]

[signature]

[Redacted]

[name and title]

[Redacted]

[date]

Effective 7/1/2024

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ATTACHMENT 17:

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of _____ (“Entity”), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port (“City”) from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

· “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

· “Labor” means work of economic or financial value.

· “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above

THIS PAGE MUST BE COMPLETED AND SUBMITTED

statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: Date: _____

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 _____, 20_____, by

_____, as _____ of

_____, the Entity, and is personally known to me or produced identification. Type of Identification produced . _____

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

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