



**CITY OF NORTH PORT
REQUEST FOR QUOTATION 2025-32
TOWING AND WRECKER SERVICES**

THIS IS NOT AN ORDER

May 22, 2025

**CITY OF NORTH PORT
Finance/Purchasing Division
4970 City Hall Blvd
North Port, Florida 34286**

**Contact Person: Bernice Moen, Contract Administrator I
Contact Phone: 941-429-7114
Contact Fax: 941-429-7173
Contact Email: purchasing@northportfl.gov**

KEY DATES:

- 1. LAST DAY FOR QUESTIONS:** June 17, 2025, AT 2:00, P.M. See the section below titled “**Clarification and Additional Information**” for further details.
- 2. QUOTE DUE DATE:** June 24, 2025 AT 2:00 P.M. *Late responses will not be considered. Electronic questions and submittals shall be made to the above-listed contact person.*

SUBMIT ALL QUOTES TO: purchasing@northportfl.gov

Please note: If you are unable or do not desire to quote, please indicate on the Statement of Non-Submittal Form and return to the City’s Purchasing Division.

PURPOSE: It is the intent of the City of North Port (hereafter “City”) to secure services of a qualified Contractor who can safely and efficiently provide towing services and after-hours light duty automotive tire changes seven (7) days a week, twenty-four (24) hours a day.

QUOTE PRICES/TERMS OF CONTRACT: Contractors shall quote unit prices, F.O.B. Destination as specified herein, for the purchase and/or installation of the goods, or performance of the services specified herein. Such prices shall include Vendor’s cost in full for all transportation, labor, materials, consumables, and equipment used in delivering said materials to the point of delivery, or performance of the services. The term of this contract shall be from **October 1, 2025** through and including **September 30, 2028**, with an option to renew for three (3) additional one (1) year terms, by mutual consent, at the same pricing with a no more than a maximum annual increase of ten (10) percent, on labor, parts, and travel, terms and conditions remain the same.

SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS:

Towing: It is the intent of the City of North Port (hereafter “City”) to secure services of a qualified Contractor who can safely, efficiently, and consistently provide towing services and after-hours light duty automotive tire changes seven (7) days a week, twenty-four (24) hours a day and;

- Contractor must have the ability to tow all the City’s vehicles and equipment regardless of size or weight. Contractor must have the ability to perform after hours tire changes on automobiles and light duty pickups and;
- Must be able to respond to calls with no more than a one **(1) hour** response time. Must be willing to provide flat rate towing and tire changes for the following areas: North Port, Englewood, Port Charlotte, Venice, Nokomis, Punta Gorda, and Fort Myers and;
- Flat rate plus mileage and fuel surcharge should be quoted for outside specified areas and;
- Flat rates should be quoted for vehicle size/ weight as specified in the Scope of Services below.

The awarded Contractor must also be able to guarantee a response time within one (1) hour of initial contact. **Should the vendor be unable to respond within the one (1) hour time frame they are responsible for subletting the tow and the vendor will bill the City of North Port as if they had provided the service.** The Contractor must have the ability to tow all of the City of North Port vehicles and equipment regardless of size or weight.

All vehicle towing must be performed according to the vehicle manufacturer’s recommended towing procedures, based on the vehicle being towed, to ensure that no vehicle damage will occur while the vehicle is being towed. The Contractor must provide all equipment necessary to perform the services. The Contractor will be held responsible for any/all damages incurred by vehicles as a result of improper towing.

Tire Changes: Contractor must have the ability to perform after-hours tire changes on automobiles and light duty pickups and be willing to provide flat rate pricing for towing and after-hours tire changes for the following areas: North Port, Englewood, Port Charlotte, Punta Gorda, Sarasota, Venice, Nokomis, Fort Myers.

- Recovery, removal, and relocation of “Light Duty vehicles as defined by D.O.T. “Class A” (3,000 lbs. GVWR) through and including “Class 3” (14,000 lbs. GVWR),
- Recovery, removal, and relocation of “Medium Duty” vehicles as defined by the D.O.T. “Class 4” (14,001 lbs. GVWR) through and including “Class 6” (26,000 lbs. GVWR)
- Recovery, removal, and relocation of “Heavy Duty” vehicles as defined by D.O.T. “Class 7” (26,001 lbs. GVWR) through and including “Class 8” (less than 33,000 lbs. GVWR)
- Recovery, removal, and relocation of trailers, Lowboys, and specialized City owned trailers up to 53ft.
- Relocating vehicles distances outside the “Flat Rate” areas
- Up-righting of overturned vehicles and winch out services
- Tire changes and repair services for light duty and medium duty vehicles and Off-road equipment. The Contractor may periodically be required to respond to a “Tire Change” request in lieu of an actual tow. In this event the Contractor is required to use a City owned and supplied tire.

NON-MANDATORY PRE-QUOTE MEETING: N/A

CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents should be submitted to the City's Purchasing Division in written form as a request for interpretation no later than five (5) business days prior to Quote due date (or shall be verbally addressed at the pre-quote conference, if applicable).

Interpretations made will be in the form of an addendum to the documents. The City will attempt to notify all prospective quoters of addenda issued to the quote documents; however, it shall be the responsibility of the quoter, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City's Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their quote. Receipt of all addenda by each quoter should be acknowledged on the quote form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City is not responsible for quotes not submitted on time.

If you have any questions, concerns, or problems accessing the quote package using the link, please contact Bernice Moen, Contract Administrator I. Request 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 or facsimile by **June 17, 2025 at 2:00 PM.**

CRITERIA FOR AWARD: The award of this Quote will be to the lowest overall responsive, responsible Quoter meeting or exceeding all the specifications contained herein. The City reserves the right to award this quote in whole or in part, or by line item, whichever is in the best interest of the City. Other considerations of award may be references, experience of the quoter with accounts of this size or larger, prior performance evaluations created by the City, and number of years in business.

The City reserves the right to reject the quote submittal of any Quoter who has previously failed to perform properly, or on time, or who is not able to satisfactorily deliver the goods or perform the services specified herein.

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

EXAMINATION OF REQUEST FOR QUOTE DOCUMENTS: Prior to submission of the quote form, quoters shall carefully examine the terms and conditions in this document, special provisions, and all other related quote documents, including all modifications thereof, incorporated in the quote package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

INSTRUCTIONS TO QUOTERS:

To be considered, your properly completed Quote Form must be received by the City's Purchasing division by the Due Date above. Quotes must be received by the City **via email**. The Quote Form below must be used to submit a Quote. All other quote documents submitted will be rejected.

Do not submit a Quote for \$100,000 or more. In the event no responsive and responsible quotes are received under this quote threshold, the City may elect to cancel this request for quote and re-solicit using another procurement method. If in your opinion the goods specified herein cannot be delivered under this dollar threshold, please notify the City's Purchasing Division via email.

1. Refer to this Request for Quote (RFQ) Number on all correspondences related to this RFQ.
2. Your Quote **MUST** comply the with the Instructions, Terms and Conditions, and Specifications contained herein.
3. Prices quoted are to be freight included or firm freight amount is to be listed.
4. Material markup shall not exceed industry standard for a municipality.

5. Any applicable travel should be portal (the Contractor location) to portal (City of North Port – one travel, not to our facility and then again to any individual location of work.)

DEFINITIONS:

- **Addenda:** a written change to a solicitation.
- **Contract:** The submitted Quote forms signed by the Contractor, together with the complete quote solicitation and any Purchase Order(s) furnished by the City shall constitute a binding contract.
- **Contractor or Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.
- **Quote or Submittal:** Any offer submitted in response to this RFQ, including all applicable forms.
- **Quoter:** One that submits a quote in response to this request for quote.
- **Responsible:** Refers to a quoter that has the capacity and capability to perform the work required under a Request for Quote and is otherwise eligible for award.
- **Responsive:** Refers to a quote that contains no exceptions or deviations from the terms, conditions, provisions, specifications, and drawings (if applicable) as set forth in the Request for Quote.
- **Request for Quote (RFQ):** This solicitation document, including any and all addenda.
- **Solicitation:** This written document requesting quotes from the marketplace.

TERMS AND CONDITIONS:

In the event of any conflict between the Terms and Conditions of this RFQ and the City's Purchase Order Terms and Conditions the following Terms and Conditions shall control:

DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, Special Provisions or 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 Quoter wishes to make a substitution to the specifications, the Quoter 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 quote containing substitution is subject to disqualification if the City does not approve the substitution.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

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

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the City and a purchase order, shall constitute a binding contract (hereinafter "contract documents"). The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the City's quote package when a purchase

order, signed by the Purchasing Manager, is transmitted to the Quoter. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Quoter. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Quoter to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

NON-EXCLUSIVE CONTRACT: Quoter acknowledges and agrees that services under this Contract are to be requested by City on an as-needed basis only, and no representation or guarantee is made by City to quoter that City will utilize quoter's services exclusively or at all. No guarantee of services or volume of work is implied. This Contract does not entitle quoter to exclusive rights to City contracts. The City reserves the right to acquire services from other companies if deemed appropriate.

CITY RESERVED RIGHTS: The City reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the City reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received on the first submission date may be rejected by the City depending on available competition and timely needs of the City.

WARRANTY: All warranties express and implied, shall be made available to the City for goods, equipment, and services covered by this solicitation. Contractor warrants that all workmanship, materials, and equipment will be new and in accordance with industry standards for a period of one (1) year of completion of the work or delivery of the goods. Any defective workmanship or nonconforming materials or equipment will be immediately removed and replaced by Contractor at its expense. Failure on the part of the City to reject inferior workmanship or to note nonconforming materials or equipment will not be construed to imply acceptance by the City. The terms and conditions of this solicitation may supersede the manufacturer's standard warranty.

SUB-CONTRACTING: The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting **to not less than 50%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

ASSIGNMENT: This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by the Vendor without the prior written consent of the City Manager or designee.

TAXES: The City is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work. The quote shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to Contractor for items Contractor purchases, regardless of whether these items will be transferred to the City.

PAYMENT: The City's Finance Department shall issue payments in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and approval of same by the City indicating that the goods and services have been delivered and/or performed in conformity with this Request for Quote.

The City reserves the right to pay for purchases made under any Contract resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the City credit card, an original invoice should not be mailed to the City's Finance Department. Only the detailed/itemized credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work, or a designated portion of it in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the work, the operation must be continuously prosecuted during normal hours to its completion. At no time shall the Contractor suspend work for any reason, for more than seven (7) calendar days, excluding delays granted for inclement weather.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provision and/or Technical Specification shall result in the Contractor being considered in default and subject to suspension of this contract.

Contractor shall furnish to the City, in such detail and as often as requested, full reports of the progress of Contractor's Services irrespective of its location. The presence of an inspector shall in no way lessen the responsibilities of the Contractor.

TERMINATION OF CONTRACT:

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

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

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

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

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he/she shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising therefrom. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or City law(s), code(s) and ordinance(s), as each may apply.

DAMAGES: The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection as deemed necessary by the City, and any of its personnel to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways, sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of the work. Areas adjacent to the work that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

If applicable, mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work. Driveways and City roads impacted during the work shall be temporarily restored as soon as possible and maintained on a continual basis to minimize the impact on the homeowners' egress and access. These provisions apply to the warranty period after City approval of completion of the contract. The work limits at each work zone area shall be agreed to by the Contractor and the City prior to any work programs. Any damage outside the agreed work zone area shall be the responsibility of the Contractor to restore.

DECLARATION OF EXEMPTION FROM PUBLIC RECORD: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

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

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

STATE REGISTRATION REQUIREMENTS: Any Quoter 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 quote in response to this Request for Quote shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

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 the Contract by the City.

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

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate this Contract upon receipt of evidence of discrimination.

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

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

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

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

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

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

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. The Contract Documents shall constitute the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. A Contract modification or change order is a written instrument prepared by the City and signed by the Contractor stating their agreement upon the change in Contractor's Services.

UNKNOWN CONDITIONS: If in the performance of Contractor's Services, Contractor finds latent, concealed or subsurface physical conditions which differ from the conditions Contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Contract Price and/or the Schedule of Contractor's Services may be equitably adjusted by mutual agreement by the Contractor and the City with the execution of a Change Order to the Contract within reasonable time after the conditions are first observed.

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

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work, unknown conditions, or change(s) shall be determined by the rate sheet submitted with the quote, approved by the City, and incorporated into the Contract issued pursuant to this solicitation.

If the previous method is not agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

MISCELLANEOUS ITEMS: All other miscellaneous items not specifically provided for in the request for quote, but required for completion of the project and considered pertinent to the work, shall be considered incidental to the project.

Please note: If you are unable or do not desire to quote, please indicate on the Statement of Non-Submittal Form and return to Purchasing.

CONTACT PROHIBITION: All prospective quoter 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, quoter's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the AWARD for this project. Any such contact shall be cause for rejection of your submittal.

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.

INSURANCE REQUIREMENTS:

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

COMMERCIAL GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

COMMERCIAL AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

SPECIAL REQUIREMENTS:

1. City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy.
2. The Certificate of Insurance must include the following:

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

In the "Certificate Holder" section:

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

All certificates of insurance Certificates must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful quoter. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract period. Renewal certificates shall be sent to the City thirty (30) business days prior to any expiration date. There shall be a thirty (30) business day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. All certificates of insurance meeting the required insurance provisions shall be forwarded to the City of North Port Purchasing Office.

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

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 quote response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any quoter 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 quotes at the same price, terms and conditions, with preference given to the quoter who has signed the affidavit.

PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods/services to a public entity, may not submit a quote on a contract with a public entity for construction or repair of a public building or public work, may not submit quotes on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted contractor list".

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.

HUMAN TRAFFICKING - Florida Statutes Section 787.06(13)

(13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

FOREIGN ENTITY OF CONCERN COMPLIANCE WITH FLORIDA STATUTE 287.138

(1) As used in this section, the term:

- (a) "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
- (b) "Department" means the Department of Management Services.
- (c) "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- (d) "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(2) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

(3) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

(4)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

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QUOTE PRICES FORM:
REQUEST FOR QUOTATION NO. 2025-32
TOWING AND WRECKER SERVICES

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Unit of Measure	Price
1	Light vehicles (cars, van, light pickup, SUV) Flat rate	Flat rate tow/ tire change	
2	Light vehicle out of Flat Rate area	Mile	
3	1-Ton pickups	Flat rate tow	
4	1-Ton Pickup out of Flat Rate area	Mile	
5	F-450 and F-550 or equivalent Flat Rate area	Flat rate tow	
6	F-450 and F-550 out of Flat Rate area	Mile	
7	Heavy trucks (Fire trucks, garbage trucks, Vaccon or vacuum trucks Flat Rate area	Flat rate tow	
8	Heavy trucks (Fire trucks, garbage trucks, Vaccon or vacuum trucks out of Flat Rate area	Mile	
9	Landoll trailer	Flat rate tow	
10	Detachable trailer	Flat rate tow	
11	Fuel surcharge (if applicable)	Gallon	

CONTACT PERSONNEL:

Contact Person: _____

Telephone Number: _____

Contact Email: _____

24 Hour Telephone Number: _____

Quoter Comments: _____

Company Name

Print Name & Title of Company Representative

Signature of person authorized to bind the company

Date

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

QUOTE SUBMITTAL SIGNATURE FORM

**REQUEST FOR QUOTATION NO. 2025-32
TOWING AND WRECKER SERVICES**

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date. If notified of the acceptance of the quoter's submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

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

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ Joint Venture _____ LLC/LLP _____
Partnership _____ Corporation _____ OTHER _____

Federal Identification Number: _____

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.: _____

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

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

DBA (if any): _____

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

QUOTE SUBMITTAL SIGNATURE FORM CONTINUED

**REQUEST FOR QUOTATION NO. 2025-32
TOWING AND WRECKER SERVICES**

Company Name _____

Telephone # _____ E-Mail _____ Fax # _____

Mailing Address _____

Location Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail _____ Fax # _____

Print Name & Title of Firm Representative _____

Signature of person authorized to bind the company _____ Date _____

Do you accept Visa as payment for goods/services? ☐ YES ☐ NO

STATE OF _____
COUNTY OF _____

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

NOTARY SEAL:

Notary Public - State of _____
Print Name: _____
Commission No: _____

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

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 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 _____, 2025, 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: _____

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

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. **NOT APPLICABLE** 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

_____ LEGAL NAME

_____ AUTHORIZED SIGNATURE

_____ PRINT NAME AND TITLE

_____ DATE

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

DRUG FREE WORKPLACE FORM

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

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

Check one:

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

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

Signature

Printed Name

Title _____

Date _____

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

REFERENCES - CLIENT LIST

SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST (List similar projects, with completion dates showing experience)
(At least three (3) in the past three (3) years).

1. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

2. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

3. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

4. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

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

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 vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

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

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

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

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

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to the address provided below. Notification may also be provided by fax transmission to the number provided below.

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

Name of Quoting Firm: _____

Mailing Address: _____

Location Address: _____

City & State: _____ Zip: _____

Telephone: _____ Fax Number: _____

E-mail: _____

Signature of person authorized to bind the Company: _____

Print name and title of person above: _____

Date: _____

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor's Authorized Representative

Name

Title

Date

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

NON-COLLUSIVE AFFIDAVIT

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

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

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

Signed, sealed, and delivered on _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2025, by _____.

Notary Public

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

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

PUBLIC ENTITY CRIME INFORMATION

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

I, _____, being an authorized representative of the Contractor,
have read and understand the contents above.

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

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2025, by _____.

Notary Public – State of Florida

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

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

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____

Authorized Representative Name and Title: _____

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

Phone Number: _____ Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By:

Signature of Contractor's Authorized Representative

Name

Title

Date

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

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

VENDOR: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

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STATEMENT OF NON-SUBMITTAL

**REQUEST FOR QUOTATION NO. 2025-32
TOWING AND WRECKER SERVICES**

Statement: This form may be used, in part, to assess the accuracy of this solicitations and vendor selection; its submission does not restrict the recipient from future bids, proposals or quotes.

Please mark where applicable and return this form to purchasing@cityofnorthport.com or fax to Purchasing at 941-429-7173.

We have declined to quote on the above mentioned solicitation for the following reasons:

- ☐ Specifications too "restrictive"
- ☐ No longer offer this product/service.
- ☐ Unable to meet specifications.
- ☐ Specifications are unclear.
- ☐ Insufficient time to respond to this solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet bonding/and or insurance requirements.
- ☐ Other (please specify).

Explanations regarding above:

Firm Name

Telephone and email address

Date

Respondent (point of contact) Name

THIS PAGE TO BE COMPLETED AND RETURNED ONLY IF NOT SUBMITTING A QUOTE.