



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 26-54

Date Posted: January 22, 2026

Written Response Due Date: January 29, 2026

This is not a formal solicitation and there are no submissions required. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: Software subscription**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$5000.00**
- **VENDOR: MUNICIPAL MEDIA CORP**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/files>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

Capital? (?) No Yes**PRR-EX (?)** Yes**FY ***

2026

Type code ***Preparer**

Lisa Guerreiro

Pre-Director Approver(s) (?)

	Name
1	Garrett Woods
2	Chelsea Buell

Department *

PUBLIC WORKS

Division(s)**Commission Meeting? *** Yes No**Commission Date (?) ***

02/24/2026

Agenda Item (?) *

26-0106

Commission Override (?) Yes No**Purchase****Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Subscription to Recycle Coach software, web and mobile app.

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) business days.***

Exemption Explanation (?) *

Recycle Coach is a unique program that can help educate the City's residents about recycling and encourages them to participate. Provide a mobile app where users can set up reminders about things like schedule changes and events.

Steps taken to verify these goods and/or services are not available elsewhere (?) *

n/a

Other vendors that were contacted (?) *

n/a

Grant? * Yes No**Technology Related? (?) *** Yes Renewal No**Technology type ***

Software

Exemption**Reason ***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

 Patent, copyright or unique design restrictions. (Sole Source) Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source) Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

Other: None or some of the above apply. Provide detailed justification below.

Explanation *

Supporting backup *

[Click the Preview icon or right click link and select open in new tab or window to avoid downloading.](#)

2025 Recycle Coach Sole Source letter SIGNED.pdf

130.77KB

DemandStar

[For Purchasing Division](#)

Date Posted

Sole/Single Source Number Effective Date Expiration Date

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Subscription to Recycle Coach web and mobile app, year 1 cost	\$\$	5,000.00	\$1.00	\$5,000.00

Shipping (?) * **Total Charges**
 \$0.00 \$5,000.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		120-3032-534.54-00		\$5,000.00

Total Payments
 \$5,000.00

Comments to Budget (?)

Backup Attachments



[Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.](#)

Additional Backup

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

Updated - 2026 x Recycle Coach USA Agreement x North Port x Essentials.pdf

374.7KB

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavLine.

Vendor Name *

MUNICIPAL MEDIA CORP

Vendor Number *

8021

Vendor Name CST

Contact

Vendor Email

jgalad@recyclecoach.com

Remittance Address

RECYCLE COACH, 50 CARROLL STREET #111, TORONTO ONTARIO, CN

Phone

416-423-3203

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$5,000.00

City Inclusive (?) *

Highest Approver (?) *

FD and CM will be skipped on the back end, as needed.



**Municipal Media Inc. &
Municipal Media Corp.**

50 Carroll Street, Suite 111, Toronto, ON M4M 3G3
416.423.3203 | sales@recyclecoach.com

Sole Source Justification

Dear Partner,

What makes **Recycle Coach** unique?

Whereas there are companies that specialize in certain aspects of recycling outreach and education technology, Recycle Coach (RC) is unique in its ability to help municipal governments educate and encourage residents about recycling and all waste streams with a complete suite of technology tools. The key areas that set RC apart are:

- Education
- Enrollment
- Community Application

Education

As befitting its name, Recycle Coach is dedicated recycling education, something it views as being far beyond the simple 'communication' tools that let residents know about their collection day. Founded in 2001, the company is known for recycling outreach innovation and has many 'firsts', such as:

- Pioneered the use of traditional calendars for recycling education (2001)
- Created an online recycling calendar creation tool that helped lower calendar costs for municipalities (2007)
- Launched the world's first mobile app for municipal recycling programs (2010)
- Introduced a modern 'What Goes Where?' tool, that is updated 2-3 times each year (2011)
- Enhanced municipal communication capabilities with the introduction of a zone-specific notification system (2013)

Recycle Coach's innovation continues today with these exclusive features that help local governments increase the recycling IQ of their residents:

Blog articles – unlike a lot of generic internet content that is bland, RC produce articles that provide answers to specific questions residents have, such as "Are bottle caps recyclable?" or "Light bulb disposal 101". To make sure they get read, the articles are linked to relevant 'What Goes Where?' searches; for instance, a resident looking for information on how to recycle pet food containers will see a link to an article about "Pet waste: A simple guide to safe disposal".

What Goes Where with Image Recognition – The only recycling materials data base that has image recognition capabilities. Linked to photo databases with millions of entries.

What Goes Where Database – The only database on the market that comes pre-loaded with 12 waste categories, 400+ waste materials and 15,000 search terms including brand names.

We Wanted to Know Weekly Poll – The only platform with an interactive, data drive weekly poll that can be customized to city questions.

Recycling Fundamentals & Misunderstood Materials Module – The only platform with an interactive video series that combats Recycle myths and trends along with awarding badges for completion of quizzes and activities.

Discovery Zone (DZ) - DZ uses a proprietary algorithm Content Allocations Systems (CASy) to assign content specific to your program based on the rules you set with your What Goes Where tool

Enrollment

Recycle Coach recognizes that even the best educational tools needs to be used to be effective. As a result, they provide a suite of subscriber acquisition tools that are unequaled in the municipal education field (all provide easy 'opt out' privileges). They include:

Recycle Coach mobile app – through the web app of the municipalities website, residents are provided direct links to the app store for their device. Everyone who downloads the app becomes a subscriber.

Reminders – RC offers residents a fully customizable reminder tool to help keep them updated about upcoming collections and events. Included is a special system that give them two reminders for holiday changes (one for 'no collection' and a second one for the revised collection day). Residents who sign up for reminders, also become subscribers.

Print calendars – those residents who prefer a printed calendar can subscribe to receive (by email) an updated calendar every six months along with other information their municipality feels would be helpful.

Quiz – residents who complete the quiz are automatically enrolled into the follow-up education program.

Marketing Drive – Thousands of marketing assets to promote features of the tool along with seasonal marketing support for time of year.

Peer Group Rating - Track adoption rates/engagement and compare where your rating lands among cities of a similar size.

Replacement Campaign, Advertising Value – Customers can track impressions and engagements on all features including learning modules and track replacement value against global advertising rates.

Robust Analytics – Deep analytics on every action taken by a resident on Recycle Coach along with ROI reporting available.

Community Application

Recycle Coach is the only single-app community platform where users can update their address and workplace.

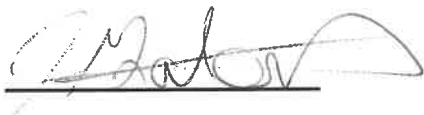
Dedicated Customer Success

Regardless of contract size, each customer is paired with a customer success manager who is based in The United States or Canada.

Summation

Recycle Coach is recognized by state and local governments world-wide as the only comprehensive suite of tools specifically focused on municipal solid waste programs.

Signature Page



Jeff J. Galad

CEO

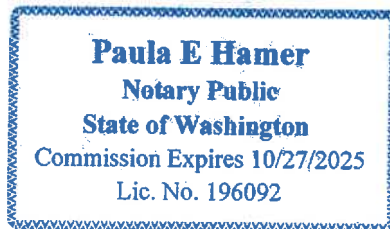
T: 1.416.423.3203 ext. 115

E: jgalad@recyclecoach.com

SWORN to before me this 30 day
of April, 2025



Notary Public





Municipal Media Corp.
1321 Upland Drive, PMB 1284
Houston, TX 77043
Email: sales@recyclecoach.com

SOFTWARE AS A SERVICE (SaaS) AGREEMENT

Client Name: City of North Port	Contact: Frank Lama
Street address (City/State/Zip): 1100 N. Chamberlain Blvd. North Port, FL 34286	Phone: 941-240-8074 Email: flama@northportfl.gov
Accounts Payable Contact: Garrett Woods	Email: PWFinance@northportfl.gov Phone: 941-240-8087
Does this contract require a PO#? If YES, please provide. Who will provide an updated PO# each year?	Purchase Order Number: Name: Email: Phone:

Payment Summary

Name	Description	Fee Structure	Unit Price
Recycle Coach Web and Mobile App (RC-PLT-WMA)	See Platform details in Schedule A	Included	N/A
Essentials Bundle (RC-BDL-ESS)	Includes: Calendar, What Goes Where See Package Features in Schedule B	Yearly	Yr. 1 - \$5,000 Yr. 2 - \$5,250 Yr. 3 - \$5,512
Total Cash Due for Set Up*		Waived	Waived
Total Cash Due Annually*			Yr. 1 - \$5,000 Yr. 2 - \$5,250 Yr. 3 - \$5,512

*Plus applicable Taxes.

Terms and Agreement

Initial Term: 36 month(s)

Billing Start Date: May 1, 2026

Special Terms and Conditions:

- Payment is due annually on billing date.
- Once the initial term ends, the contract renews automatically on an annual term. Cancellation requests must be provided within 90-days notice from the end of the initial term. Send all notices to terminate to: sales@recyclecoach.com.
- Agreement is subject to the Terms of Use in Schedule C.
- Above pricing is not valid if this Agreement is not signed within 90 days.
- Payment terms are Net 30 with annual invoicing.
- Service not to exceed a population increase of up to twenty-five percent (25%) above 96,301.

Marketing & Communication:

- The main contact agrees to be added to the monthly newsletter communication list which features monthly marketing insights and creative assets you can use. This also includes monthly analytics on resident performance.
- Through the e-mail, the contact can opt-out at any time or add other contacts.

*If paying by credit card, a service fee of 4.5% will be added to the total upon processing.

As a Recycle Coach partner:

- You'll ask questions and seek to build value through data and insights. You'll have all the resources you need to help your residents become better recyclers, but it's up to you to use the tool and spread the word. You'll loop us in when you need help or schedule changes, and you'll help keep an open line of communication, whether that be with your CSM or by talking about Recycle Coach within your community.
- We'll adapt to *your* needs and meet you where you are. Our virtual door will always be open for a chat. We'll be busy working to make the Recycle Coach tool better for you and your residents, and we'll be a source of expertise for you within the industry. Empowerment is at the heart of what we do, and we'll share a wealth of resources to make sure you're successful. We'll always make the right decisions for the environment.

Signatures

By signing below, Client and Service Provider acknowledge that they have read the entire Agreement, the attached specific terms and conditions for use of the Services, and agree to be bound by the provisions thereof.

CLIENT

City of North Port

By _____

Name & Title

I am a duly authorized officer, partner or principal with full authority to enter into this Agreement on behalf of Client.

Date _____

(MM/DD/YYYY)

SERVICE PROVIDER

Municipal Media Corp.

By  _____

Name & Title

Jeff J. Galad
President

Dec 3, 2025

Date _____

(MM/DD/YYYY)

Schedule A

Recycle Coach Web and Mobile App (RC-PLT-WMA)

****All Core Products include the Recycle Coach Web and Mobile App****

Web App:

- Web App is configured to contain any products and add-ons purchased by Client.
- Can be embedded on multiple web pages via a snippet of JavaScript (recycling page, community page, neighborhood websites, etc.).
- Responsive design: adapts to browsers on mobile devices ensuring a smooth user experience configured to their screen size.
- Custom branding: web app can be customized to match your website's color scheme to enhance your brand.
- Content can be displayed in multiple languages with purchase of language add-on.
- Meets accessibility requirements supported by WCAG certificate level AA. The system is audited by accessibility experts certified by the International Association of Accessibility Professionals every two years.
- Compatible with modern Content Management Systems, such as WordPress, Drupal, Webflow, etc.

Mobile App:

- Mobile App can be configured to contain any products and add-ons purchased by Client.
- Available for free download from the Apple App Store and Google Play
- Includes a search function for users to set their location (products purchased will automatically populate)
- Customizable splash screen appears once a location is selected (ie: city logo, etc.)
- Content can be displayed in multiple languages with purchase of language add-on.
- Meets accessibility requirements supported by WCAG certificate level AA. The system is audited by accessibility experts certified by the International Association of Accessibility Professionals.

Onboarding:

Client Provides:

- Any artwork you would like to appear on the mobile app splash screen.

Recycle Coach provides:

- Small snippet of JavaScript to place on as many websites as you desire.
- Dedicated listing in the Recycle Coach mobile app.
- Artwork if you are unable provide any for the mobile app splash screen, created by an in-house designer with up to 3 alterations.
- Recommendations on best practices for web app placement to increase engagement and adoption.
- Access to a Customer Success Manager who will provide a 1:1 kick-off call, training, quarterly check-ins, and ongoing support.

Schedule B

Essentials Bundle (RC-BDL-ESS)

Includes:

- Recycle Coach Web and Mobile App (RC-PLT-WMA)
- Calendar (RC-PKG-CAL)
- What Goes Where (RC-PKG-WGW-SI)

Calendar (RC-PKG-CAL)

Schedule search:

- Users can look up their collection schedule with a simple address search.
- Schedules can be formatted to provide information for various city services, events, and curbside collection, e.g. recycling, trash, yard waste, HHW events, street sweeping, and seasonal collections (Christmas trees, etc.)
- Schedules can be configured to reflect shifts in regular collection such as holidays.
- Schedules can be configured to display different collection zones by address search, e.g. residential vs. multi-family units.

Collection reminders:

- Users can opt-in for collection reminders via mobile app notifications, emails, text messages or automated phone calls (with SMS add-on)
- Users can export their calendar into Outlook, Apple Calendar or Google Calendar
- Reminders can be toggled on and off for various collection types and holiday shifts.
- Users can download a PDF calendar configured to their address.

Outbound Communication:

- **Reminder Messages:** clients can add extra educational content to collection reminders, such as recycling tips, upcoming events, or other information to help users stay informed about their waste program. Reminder messages can be configured to target specific collection zones or waste types.
- **Notifications and Service Alerts:** clients can send zone-specific alerts that can be scheduled or sent immediately to relay important information such as collection delays.

Inbound Communication:

- Includes access to a configurable Report A Problem tool to facilitate reporting on several topics such as: missed collection, broken cart, illegal dumping, and more.
- Problem reports can be sent via email to the appropriate department, linked to 311 webpages, or integrated into existing 311 platforms via API (with purchase of additional support package)

Perpetual Schedules:

- Calendars can be automatically carried over to the next year with approval by the client.
- Clients can define holidays that affect collections schedules and the impact of each holiday on weekly collections. The system will adjust the collections schedules based on this information.

Discovery Zone:

- Users can access our educational Discovery Zone, which includes:
 - Weekly quizzes or polls pulled from our Content Allocation System (CASy) to test users' knowledge of their local waste and recycling program
 - Blogs
 - Annual Knowledge Survey
 - Onboarding Survey
 - Kids Activity Packets
 - Recycling Fundamentals: a 5-part video series explaining recycling contamination and how to reduce it. Residents can earn a badge in the mobile app after completing the module.
 - Misunderstood Materials: Ability to highlight the top ten materials that contribute to recycling contamination. Residents can earn a badge in the mobile app after completing the module.

Client Portal:

- Access to a personalized client portal to get detailed stats on web and mobile app usage and adoption.
- Send notifications and reminder messages to users.
- Analytics and Reporting: review over a dozen detailed reports.

Onboarding:

- Client provides any of the following:
 - Address file: an Excel or .csv file which lists all addresses and their respective pickup schedule (i.e. zones)
 - Map-based: A geographical map that identifies each zone in a collection schedule.
 - List-based: Collection schedules identified through zones or days of the week and corresponding service type.
- If none of the above formats are readily available, we will work with you to find an ideal method of importing your address data.

Recycle Coach provides:

- An import of your address data to populate your collection calendar by address, zone, and service type.
- Access to a Customer Success Manager who will provide a 1:1 kick-off call, training, quarterly check-ins, and ongoing support.

Marketing Support:

- Includes hundreds of downloadable assets, available via our Client Portal, including customizable posters, social media assets, templated press releases, web banners, and more.

What Goes Where (RC-PKG-WGW-SI)

Material Search:

- Users can search a customizable database of 12+ waste categories, 400+ materials and 15,000+ search terms for localized disposal instructions.
- Mobile App includes image-recognition technology, which allows users to take a picture of an item and see disposal instructions.

- Client can add/edit details to disposal instructions at any time.
- Client can add/edit details such for drop-off locations and events, including links to maps so users can identify the nearest location to them.
- By material, users can customize answers to contain special drawer links with additional local information or resources.

Discovery Zone:

- Users can access our educational Discovery Zone, which includes:
 - Weekly quizzes or polls pulled from our Content Allocation System (CASy) to test users' knowledge of their local waste and recycling program.
 - Blogs
 - Annual Knowledge Survey
 - Onboarding Survey
 - Kids Activity Packets
 - Recycling Fundamentals: a 5-part video series explaining recycling contamination, and how to reduce it. Residents can earn a badge in the mobile app after completing the module.
 - Misunderstood Materials: Ability to highlight the top ten materials that contribute to recycling contamination. Residents can earn a badge in the mobile app after completing the module.

Client Portal:

- Access to a personalized client portal to get detailed stats on web and mobile app usage and adoption, as well as material search statistics.
- Send educational messages to mobile app users, such as recycling tips or to notify about local community events.
- Analytics and Reporting: review over a dozen detailed reporting dashboards.
- Update the What Goes Where tool by editing material categories, disposal instructions, and other details such as drawer links or drop off locations.
- Preview Recycle Coach educational campaigns such as upcoming blogs, quizzes and modules.
- Invite other users in your organization and grant specific permissions.

Onboarding:

Client provides:

- Information outlining the requirements of the What Goes Where tool, including the disposal methods for materials in your area.
- Other info as needed.

Recycle Coach provides:

- Access to our Onboarding Wizard to create an automated disposal database
- Assistance editing details such as drop-off locations, etc.
- Default disposal instructions and images for all materials in the database
- Access to a Customer Success Manager who will provide a 1:1 kick-off call, training, quarterly check-ins, and ongoing support

Marketing Support:

- Includes hundreds of downloadable assets in our client portal including customizable posters, social media assets, templated press releases, web banners, blog posts, and more.



Schedule C – Terms of Use

By using our “Recycle Coach” online solid waste and recycling information services (collectively, “Services”) provided through our software or any application software for any platform that you may download from us (collectively, the “Software”), you agree to these terms of use (the “Terms of Use”). The Software is the property of Municipal Media Corp. (“Municipal Media”, “us”, “we”, or “our”). You, as a governmental or related entity who will use the Services and the Software (the “User”) to make the Services available to individual residents, represent and agree to follow all of the terms and conditions set forth herein. Any alteration by you of the nature, level, or quantity of the Services purchased from us will not constitute a repudiation of your agreement to these Terms of Use.

Notwithstanding the foregoing, the City shall receive prior written notice of any changes to these Terms of Use. No amendment, change, or addendum to this Agreement shall be enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments that change the City’s financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager, or the City Manager’s authorized designee, to approve and execute all Agreement amendments on behalf of the City that do not change the City’s financial obligations under this Agreement.

Content.

All text, graphics, interfaces, photographs, trademarks, logos, sounds, music, and computer code (collectively, “Content”), including the design, structure, coordination, expression, and “look and feel” of such Content, contained on the Software or otherwise used in connection with the Services is owned and controlled by Municipal Media. No part of the Software and no Content may be copied, reproduced, displayed, transmitted, encoded, or republished, in any way, without our express prior written consent. Without limiting the foregoing, and excluding all User Data (as defined below), Municipal Media specifically claims copyright in all images and artwork accessed through the Software. Notwithstanding the above, any logos, images, or non-public information that may be uploaded by the User to the Software (the “User Data”) will remain the exclusive property of that User at all times and will be deleted or returned by us at the time the User ceases to use the Services and Software.

Use of Services.

You agree to use the Software and Services in connection with their intended purposes, and not for any purpose that is unlawful or prohibited by these Terms of Use. You agree that you will not take any action that imposes an unreasonable load on the infrastructure of the Software or our systems or networks. You agree not to attempt to interfere with the proper working of the Software or any transaction or Service being conducted on the Software, or with any other person’s use of the Software. You may not post any content to the Software which is inappropriate, offensive, or untrue. The information that you provide to us or on the Software must be true, correct, accurate, and reliable. You acknowledge that our effective delivery of the Services is reliant upon the accuracy of the User Data provided to us by the User, as well as the accuracy of other information made publicly available by the User upon which we may rely.

Indemnity.

To the extent permitted by Florida law, the Vendor assumes all liability for, and releases and agrees to defend, indemnify, protect, and hold harmless the City, its Commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses, and costs, including consequential, special, indirect, and punitive damages (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect, or omissions of the Consultant, or Consultant's officers, employees, agents, subcontractors, sub-consultants, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, this Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties.

1. The City must provide all available information and assistance that the Consultant may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Vendor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.
2. The insurance coverage and limits required in this contract may or may not be adequate to protect the City and such insurance coverage will not be deemed a limitation on the Vendor'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).
3. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.
4. The terms of this section survive the termination of this Agreement.
5. The Vendor shall fully indemnify, defend, and hold harmless the City of North Port, Florida from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right.

Limitation of Liability.

You agree that we will not be liable to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we have been advised of the possibility of such damages. If, notwithstanding the other provisions of these Terms of Use, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Software, any Services, or any Content, **you agree that our liability shall in no event exceed the total annual fee payable by you to us in connection with the Services.**

Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations, its breach of confidentiality, or its gross negligence or willful misconduct.

Privacy.

Our Privacy Policy applies to use of this Software, and its terms are made a part of these Terms of Use by reference. The current version of our Privacy Policy can always be viewed through the Software.

Password and Security.

You are entirely responsible for maintaining the confidentiality of your account information, and for any and all account activity that occurs as a result of your failure to keep this information secure. You may be held liable for losses incurred by us or any other user of the Software or the Services due to your failure to keep your account information secure and confidential. Access to our software is only to be granted to those employed with the contracting entity and third parties who contract directly with Municipal Media. Any accounts created outside of the contracting entity will be removed immediately.

Disclaimer.

We do not promise that the Software or any Content or feature will be error-free or uninterrupted, or that your use of the Software will provide specific results. The Software, Services, and its Content are delivered on an “as-is” and “as-available” basis, and the accuracy of the Services is reliant on the accuracy of the User Data and other publicly-accessible information generated by the User. All information provided on the Software is subject to change without notice. We cannot ensure that any files or other data you access or download from or through the Software will be free of viruses or destructive features. **We disclaim all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability, and fitness for a particular purpose. We disclaim any and all liability for the acts, omissions, and conduct of any third parties in connection with or related to your use of the Software and/or any Services. You assume total responsibility for your use of the Services, the Software, and any linked sites.**

The Vendor commits to complying with all applicable privacy and security laws and industry standards when handling resident data. Additionally, the Vendor warrants that the Services do not and will not infringe the intellectual property rights of any third party.

Use of Inbound and Outbound Communication Services.

Also known as notifications, you agree not to use this service to promote other similar products and services during your agreement with Recycle Coach. You agree that this service is intended for waste and recycling service updates, delays and cancellations. You may also use this service to promote community events related to waste and recycling.

Violations of Terms of Use/Termination:

We reserve the right to disclose any information we have about you if such disclosure is necessary to (1) comply with a court order or other legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the

rights of others, or (4) protect our rights, property, or personal safety or those of our employees, users, customers, and the public. We may terminate and/or suspend your account immediately, without notice, if there has been a violation of these Terms of Use or other policies and terms posted on the Software by you or by someone using your credentials. We may, without prior notice, terminate your access to the Software, for cause, including, but not limited to (1) requests by law enforcement or other government agencies, (2) a request by you, (3) discontinuance or material modification of the Software or any Services, or (4) unexpected technical issues or problems. We shall not be liable to you or any third party for any termination of your access to the Software and/or the Services.

Notice of termination applies to both parties. If the Vendor terminates the City's access, the City will lose access to the Services but remains bound by all payment terms. There is no guarantee of a refund or prorated credit for the City in such cases.

Governing Law and Venue

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

Severability.

If any of the provisions of these Terms of Use are held by a Court to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

Non-Discrimination:

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services. The Vendor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of the same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.



City of North Port

Human Resources Department
Risk Management
4970 City Hall Boulevard
North Port, FL 34286
Phone: 941.429.7200
Fax: 941.429.7135

Print Form

Date submitted: 12/15/2025

This form is NOT used for the purchase of services (vendors coming on site) or any purchases utilizing a piggyback.

Insurance Requirements Waiver Form for Supplies

Primary Department:

Secondary Department:

Requested by / Phone#:

Amount of Purchase:

Provide a DETAILED description of the items being purchased:

Is this an online order (delivered) Is this an in store pick-up

Supplies to be purchased (based on Delivery ONLY) - NO INSTALLATION

- Apparel / Uniforms: *(City must provide artwork/logo and approves proof)*
- Tools for the Trade: Hand tools, weapons, cameras, badges, safety apparatus
- Cleaning Supplies: *Examples of acceptable items include - paper towels, hand soap, toilet paper, cleaning detergent, that do not exceed five (5) gallons per unit*
- Business cards, envelopes, stationary: *(City provides logo/artwork and approves proof)*
- City promotional items: *(City provides logo/artwork and approves proof)*
- Going to local store to purchase items: Hobby Lobby, Lowes, Home Depot, Wal-Mart, Michaels, etc.
- Vehicle / Light or Heavy Equipment *(Cannot use this form if under contract with piggyback)*
- Mechanical Parts for Repairs / Maintenance
- Gym or Fitness Equipment
- Office Supplies
- Computer Software *(No remote access, City purchases and IT installs, maintains and troubleshoots)*
- Back Packs & school supplies
- Professional Memberships/Certifications

NOTE: As the requester, the Department accepts liability for the submission of this form and the request to waiver insurance requirements. By the submission of this form, it is understood that this is a supply only purchase and that no vendor will be coming on site, installing products, or accessing a computer system remotely.

If you are not sure, it is the responsibility of the requester to submit form 900.1 Insurance Requirements Request Form for risk review at RiskServices@cityofnorthport.com. ALL procurement procedures still apply.

Lisa Guerreiro

Requester _____ Date _____

All fields must be completed; incomplete forms will be returned to the requester.