



## CITY OF NORTH PORT, FLORIDA

4970 City Hall Blvd

North Port, FL 34286

[www.cityofnorthport.com](http://www.cityofnorthport.com)

### **REQUEST FOR QUOTE**

(Not an Order)

Fire Fighter Cancer Policy

RFQ No.: Risk 2023-01

July 12, 2023

The City of North Port, FL, hereinafter referred to as the "City", is requesting quotes for the items listed herein. You are invited to submit your Firm Price Quote to furnish, deliver, and/or install all items, or provide the services as described herein, in strict accordance with the Instructions to Quoters, Terms and conditions, Specifications, and drawings contained in this Request for Quote (RFQ).

<b>City's Requesting Department:</b>
Human Resources
Attn: Steve Lambert, CPCU, ARM, AIC
Sr. Risk Management Coordinator
Email: <a href="mailto:slambert@northport.gov">slambert@northport.gov</a>

#### **KEY DATES:**

1. **LAST DAY FOR QUESTIONS:** July 21, 2023, AT 2:00, P.M. See the section below titled "**Clarification and Additional Information**" for further details.
2. **QUOTE DUE DATE:** August 1, 2023 AT 2:00 P.M. *Late responses will not be considered. Electronic questions and submittals shall be made to the above-listed contact person.*

#### **INSTRUCTIONS TO QUOTERS:**

To be considered, your properly completed Quote must be received by the City's Requesting Department by the Due Date above. Quotes must be delivered to the City's Requesting Department via email, facsimile, or in person. The Quote Form below must be completed and returned if submitting a Quote. All other quote documents submitted will be rejected.

Do not submit a Quote for more than \$34,999.99. In the event no responsive and responsible quotes are received under this quote threshold, the City may elect to cancel this RFQ and re-solicit using another procurement method. If in your opinion the goods and or services specified herein cannot be delivered or performed under this dollar threshold, please notify the City's Requesting Department via email.

1. Refer to this RFQ Number on all correspondences related to this RFQ.
2. Your Quote **MUST** comply with the specifications, drawings, terms and conditions, and instructions 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.)

**QUOTE PRICES):** Vendors shall quote lump sum price. Such prices shall include Vendor's cost in full for all transportation, freight, labor, materials, consumables, and equipment used in delivering said materials to the point of delivery, or performance of the services.

**CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City's Requesting Department in written form as a request for interpretation no later than **five (5) business days** prior to the quote due date (or may be verbally addressed at the pre-quote meeting, 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 quote, to contact the City's Requesting Department 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.

**EXAMINATION OF REQUEST FOR QUOTE DOCUMENTS/SITE:** 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.

Examination of site: Prior to submitting the quote form, each quoter shall examine the site and all conditions thereon during the pre-quote meeting, if applicable or as requested. All Quote Forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself/herself with such conditions will in no way relieve the successful Quoter from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications and drawings (if applicable).

**DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Scope of Work, 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:

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

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

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

#### **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:

**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.

**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.

**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 written approval of same by the City's Requesting Department 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.

**TERMINATION OF CONTRACT:**

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

Termination With or Without Cause: The City 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.

**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.

**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@northportfl.gov](mailto:Publicrecordsrequest@northportfl.gov).**

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.

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

**EQUAL EMPLOYMENT OPPORTUNITY:** The City, 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 Contractors 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 Contractors are hereby notified that the successful 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.

1. 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.

2. 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.
3. 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.
4. 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.

**INSURANCE REQUIREMENTS:**

**COMMERCIAL GENERAL LIABILITY:** Proof of General Liability Coverage with/ Errors & Omissions Endorsement

OR

Proof Errors & Omissions Coverage, No Specific Limit Requirement

**SPECIAL REQUIREMENTS:**

1. City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy and the Commercial Auto 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 agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm. 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's Requesting Department, with a copy to the City's Purchasing Division at [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov).

**CRITERIA FOR AWARD:** The award of this Quote will be to the lowest responsive, responsible Quoter meeting or exceeding all the specifications contained herein. 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. Other considerations of award may be experience of the quoter with accounts of this size or larger, prior performance evaluations created by the City, and number of years in business.

## **SCOPE OF SERVICES**

### **Contracts:**

If an Insurance Company requires a contract instead of a purchase order please attach in email a copy of an example contract for review.

Coverage Descriptions:	Non-Tobacco Lives	Tobacco Lives	Total Lives
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#### **Class I: An active full-time Firefighter (as defined in this Policy)**

Line of Duty Cancer Initial Diagnosis Benefit - Class I Eligible Lives	75		75
Line of Duty Recurrence Diagnosis Benefit - Class 1 Eligible Lives			0
Line of Duty Cancer Additional Diagnosis Benefit - Class I Eligible Lives:			0
Line of Duty Expense Reimbursement Benefit - Class I Eligible Lives:	75		75
Line of Duty Cancer Death Benefit- Class I Eligible Lives:	130		130

**Class 2: After having qualified as a Firefighter in Class 1, a Firefighter whose employment has terminated shall remain eligible for 10 years following the date on which the Firefighter terminates employment.**

Line of Duty Cancer Initial Diagnosis Benefit- Class 2 Eligible Lives:	17		17
Line of Duty Recurrence Diagnosis Benefit - Class 2 Eligible Lives:			0
Line of Duty Cancer Additional Diagnosis Benefit- Class 2 Eligible Lives:			0
Line of Duty Expense Reimbursement Benefit - Class 2 Eligible Lives:	17		17
Line of Duty Cancer Death Benefit - Class 2 Eligible Lives:			0

#### **Class 3: An active full-time Civilian Fire Services Employee (as defined in this Policy)**

Line of Duty Cancer Initial Diagnosis Benefit - Class 3 Eligible Lives			
Line of Duty Recurrence Diagnosis Benefit- Class 3 Eligible Lives:			
Line of Duty Cancer Additional Diagnosis Benefit - Class 3 Eligible Lives:			
Line of Duty Expense Reimbursement Benefit- Class 3 Eligible Lives:			
Line of Duty Cancer Death Benefit - Class 3 Eligible Lives			

**Class 4: After having qualified as a Civilian Fire Services Employee in Class 3, a Civilian Fire Services Employee whose employment has terminated shall remain eligible for 10 years following the date on which Civilian Fire Services Employee terminates employment.**

Line of Duty Cancer Initial Diagnosis Benefit - Class 4 Eligible Lives:			
Line of Duty Recurrence Diagnosis Benefit - Class 4 Eligible Lives:			
Line of Duty Cancer Additional Diagnosis Benefit - Class 4 Eligible Lives:			
Line of Duty Expense Reimbursement Benefit - Class 4 Eligible Lives:			
Line of Duty Cancer Death Benefit - Class 4 Eligible Lives:			

Total Covered Lives eligible for Line of Duty Cancer Initial Diagnosis Benefit

Total Covered Lives eligible for Line of Duty Cancer Recurrence Diagnosis Benefit: Total Covered

Lives eligible for Line of Duty Cancer Additional Diagnosis Benefit:

Total Covered Lives eligible for Line of Duty Cancer Expense Reimbursement Benefit

Total Covered Lives eligible for Line of Duty Cancer Death Benefit:

The policy is to include Statutory Cancer coverage (21 cancers).



**QUOTE PRICES/TERM:** The term of the contract shall be from date of award through and including November 30, 2026. The contract may be renewed at the same unit prices, terms, and conditions for three (3) additional one (1) year terms, by mutual agreement. The quote prices shall include Contractor's costs for this service.

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

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

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

For clarification, the definition of a fiscal year shall be from October 1 to September 30. Any reference to the term "year" in this contract implies "fiscal year".

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SEE NEXT PAGES FOR QUOTE FORM.**

### QUOTE SUBMITTAL SIGNATURE FORM

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)**

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

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

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Location Address**

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

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

\_\_\_\_\_  
**Print Name & Title of Company Representative**

\_\_\_\_\_  
**Signature of person authorized to bind the company** **Date**

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

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

**QUOTE FORM**

Line Item #	Description of Services/Specifications/Items	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Line of Duty Cancer Initial Diagnosis Lump Sum Benefit \$25,000	1	Each		
2	Line of Duty Cancer Expense Reimbursement Benefit up to \$12,000	1	Each		
3	Line of Duty Cancer Death Benefit - Class 1 & Class 3 Only \$75,000	1	Each		
	Total				

**TOTAL PRICE: \$**\_\_\_\_\_

Does your company require a contract? Y\_\_\_\_ N\_\_\_\_ If so, please attach sample contract.

Quoter Comments:

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

**NAME (PERSON AUTHORIZED TO BIND THE COMPANY):** \_\_\_\_\_

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

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

## CONFLICT OF INTEREST FORM

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Quoters shall disclose any such potential conflicts on the provided Conflict of Interest Form. Quoters are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Quoter is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

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 contractors whose conflicts are not waived or exempt.**

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

**NAME (PERSON AUTHORIZED TO BIND THE COMPANY):** \_\_\_\_\_

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

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

### SCRUTINIZED COMPANY CERTIFICATION FORM

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

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

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

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

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

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

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

#### **CHOOSE ONE OF THE FOLLOWING**

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

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

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

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

AUTHORIZED REPRESENTATIVE SIGNATURE

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

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

RFQ No.: \_\_\_\_\_

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

### DRUG FREE WORKPLACE FORM

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 this Drug Free Workplace Affidavit accompany the submittal. 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 bidder who has signed the affidavit.

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

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

**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.

**NAME/TITLE OF PERSON AUTHORIZED TO BIND:** \_\_\_\_\_

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

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

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

**THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE IF CONTRACTOR IS REQUIRED TO PERFORM SERVICES PURSUANT TO THIS RFQ.**

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).

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

**NAME/TITLE OF PERSON AUTHORIZED TO BIND:** \_\_\_\_\_

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

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



**REFERENCES/CLIENT LISTING**

**THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE ONLY IF CONTRACTOR IS REQUIRED TO  
PERFORM SERVICES PURSUANT TO THIS RFQ.**

**Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.**

1. Company/Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Type of Product Supplied: \_\_\_\_\_  
Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_
2. Company/Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Type of Product Supplied: \_\_\_\_\_  
Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_
3. Company/Entity Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Type of Product Supplied: \_\_\_\_\_  
Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

## VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), certifies 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 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: \_\_\_\_\_

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