Section 5: Required Forms



PCB22-68

For ERP System Selection Project

Issue Date: June 27, 2022

Closing Date: July 27, 2022 at 1:00pm CT

RFP documents available:

<https://www.pcbfl.gov/about-us/rfp-posts-list>

<https://www.demandstar.com/>

Pre-Proposal Meeting (Non-mandatory):

July 12, 2022

Time: Jul 12, 2022 02:00 PM Central Time (US and Canada)
 Join Via Zoom:
 <https://us06web.zoom.us/j/82549183387?pwd=dW1YZXlOblVtaGFPNDh4aTBsMkdiZz09> Meeting ID: 825 4918 3387 Passcode: 664030

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# RFP FORMS

## Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official title of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

|  |  |
| --- | --- |
| State payment terms:  |  |
| State term proposal is held firm for: |  |
| State warranty on equipment: |  |
| State maximum time required for shipping, F.O.B. City of Panama City Beach, FL: |  |

PROPOSAL: Enterprise Resource Planning Software and Implementation Services

|  |  |  |
| --- | --- | --- |
| $ |  | $ |
| (Total price written) |  | (Total figure – as noted on the Proposal Pricing Forms - Subtotal (Required Components)) |
| Firm Name: |  |  | Date: |  |

|  |  |
| --- | --- |
| Address: |  |
|  |  |
| Telephone: |  |
| Signature: |  |
|  | (Person executing response and official capacity) |

|  |  |
| --- | --- |
| (Names of principal officers:designate official capacity) | (If partnership or assumed name,indicate name of owners) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## Company Background Form

|  |  |
| --- | --- |
| Vendor name: |  |
| Software brand name: |  |
| Software version proposed (years in production): |  |
| Is Vendor prime contractor:  | Yes [ ]  | No [ ]  |
|  | **What are the top three differentiators of your company and its proposed solution?** |
|  |  |
|  | **What strategic alliance have you made to further strengthen your product and services?** |
|  |  |
|  | **How do you guarantee the services provided by your company?** |
|  |  |
|  | **What is your marketplace focus?** |
|  |  [ ]  Small/Local Governments | [ ]  Large Government (e.g., counties /states)  |
| [ ]  Other (specify): |  |
|  | **What is your preferred customer size (quantify in terms of budget, customers, population, etc.)?** |
|  |  |
|  | **Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).** |
|  |  |

|  |  |
| --- | --- |
|  | **How many years have you been selling your solution to the public sector?** |
|  |  |
|  | **How many fully operational customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?**  |
|  | Florida | Nationally |
| Small/Local governments |  |  |
| Large government |  |  |
| Other public sector |  |  |
| Overall: |  |  |
|  | **How many fully operational customer installations, in total, has the Vendor completed?** |
|  | Florida | Nationally |
| Small/Local governments |  |  |
| Large government |  |  |
| Other public sector |  |  |
| Overall: |  |  |
|  | **How many current system implementations of your solution are in-process within both the State of Florida and the region of the Country that includes the State of Florida?** |
|  | Current in-process Implementations |
| State of Florida |  |
| Region |  |
| Total: |  |

|  |  |
| --- | --- |
|  | **Please state the year the Vendor started in the business of selling the proposed solution to local governments:** |
|  |
|  | **Where is the Vendor’s closest support facility/sales office to the City?** |
|  |
|  | **Where is the Vendor’s company headquarters?** |
|  |
|  | **Please list the Vendor’s sales in the previous three years:** |
| **Year** | **Sales** |
| **2020** |  |
| **2019** |  |
| **2018** |  |
|  | **How many total employees does the Vendor have in each of the following categories?** |
| **Area** | Number |
| Sales/Marketing |  |
| Management/Administration |  |
| Help Desk Staff |  |
| Development Staff |  |
| Other (please list) |  |
| Total: |  |

|  |  |
| --- | --- |
|  | **What organization would the Vendor recommend for a site visit?**  |
|  |
|  | **Please list any third-party vendors you’re partnering with and proposing as part of your response, as well as the products and versions proposed, and the scope areas/functionality they will be providing.** |
|  |

## Technical and Vendor Hosting Requirements Form

|  |  |
| --- | --- |
|  | **Indicate Tier certification for design and operation of the hosting locations mentioned above. Indicate if a private link (MPLS or EVPL) can be set up to the hosting locations mentioned above.** |
|  |  |
|  | **How do you track monthly usage for subscription-based services?** |
|  |  |
|  | **Does the system interface support a browser interface with or without the help of additional components?** |
|  |  |
|  | **Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.** |
|  |  |
|  | **Please list the connectivity options and carriers available at your hosting facility.** |
|  |  |
|  | **Estimate the bandwidth that your solution will require based upon users, application environment, and any other factors.** |
|  |  |
| **System Performance** |
|  | **How much notification will you give the City in advance of any scheduled downtime?** |
|  |  |
|  | **What is your process for notifying the customer and fixing bugs once they have been identified?** |
|  |  |
|  | **Please provide the total number of clients and corresponding number of end-users of hosted solutions currently supported by your proposed solution.** |
|  |  |
|  | **What system/application availability and response time will your proposed system meet? What are City responsibilities to ensure this level of performance?** |
|  |  |
| **Security** |
|  | **Describe the identification and authorization capabilities of your proposed solution for users.** |
|  |  |
|  | **Provide list of compatible directory services and identity access management solutions. Describe how your system interoperates with Active Directory.** |
|  |  |
|  | **Confirm ability to back up the data to an external third party on-premise or cloud-based storage environments, and costs associated to exporting the data.** |
|  |  |
|  | **Provide list of compatible third-party backup/recovery solutions** |
|  |  |
|  | **Indicate cybersecurity solutions that are in place to prevent, detect, contain and recover from security threats such as malware injection, side channel attacks, exploitation of API vulnerabilities, or distributed denial of service (DDoS) attacks.** |
|  |  |
|  | **Confirm (Yes/No) that detailed logs will be provided for forensic investigation of security incidents, that can aid in identifying the nature and extent of the affectation, including the data that was exfiltrated or compromised.** |
|  | YES [ ]  | NO [ ]  |
|  | **Indicate what support will be provided to carry out forensic investigation of security incidents.** |
|  |  |
|  | **Does the system interface support a browser interface with or without the help of additional components?** |
|  |  |
|  | **How are hosted software applications deployed for use by numerous customers (dedicated servers for each hosted customer, or is a single set of applications utilized for all customers)?** |
|  |  |
|  | **Indicate if you comply or do not comply with the following:** |
| **Requirement** | **Comply?** |
|  | **YES** | **NO** |
| The system shall be available 24 x 7 x 365 with a minimum of 99.95% uptime, measured on a monthly basis (excluding maintenance windows). |[ ] [ ]
| Data shall reside in the United States at all times. |[ ] [ ]

|  |  |
| --- | --- |
| **Requirement** | **Comply?** |
|  | **YES** | **NO** |
| All system data and files shall be regularly backed up to a secondary data center/disaster recovery site outside of the main data center’s same weather pattern and power grid. Backups shall occur such that the City loses no more than 2 hours of transactions due to an unexpected outage. |[ ] [ ]
| Hosting Providers/Respondents shall have a documented Security Incident Response Plan (SIRP) that addresses the Respondent’s plan for preventing, detecting, and responding to security breaches or cyberattacks in which the City’s data or operations may be compromised. |[ ] [ ]
| Hosting Providers/Respondents shall have a documented Disaster Recovery Plan (DRP) that addresses recovery and maintenance of system data and operations in response to hazard or emergency scenarios. This plan shall be tested regularly to ensure that it is both tangible and actionable. |[ ] [ ]
| Hosting Providers /Respondents shall have a documented Business Continuity Plan (BCP) that addresses localized or system outages that create an impact to one or more business functions. The BCP should account for the rapid restoration of services and redundancies in technology or process. |[ ] [ ]

|  |
| --- |
| Hosting Providers /Respondents shall undergo a SSAE 18 SOC2 Type 2 audit covering at a minimum the Security and Availability Principles on an annual basis and must have no unaddressed material concerns. Respondent shall provide a copy of their most recent audit report prior to contract award. |[ ] [ ]
| Hosting Providers/Respondents shall support and be compliant with all relevant regulations and requirements including, but not limited to: * PCI-DSS
* FERPA,
* IPAA/HITECH
* GDPR.
 |[ ] [ ]

## Project Management Approach Form

|  |  |
| --- | --- |
| 1. **\**
 | **How does the Vendor plan to manage the material that is produced during the project through potential solutions such as a collaboration environment?** |
|  |  |
|  | **Provide specific information on project close-out activities to transition support to the City.** |
|  |  |
| 1. **t**
 | **What percentage of the Project Manager's time will be devoted to the project?** |
|  |  |
|  | **What percentage of the Project Manager's time will be spent on site?** |
|  |  |
|  | **What is the total proposed duration of the implementation?** |
|  |  |
|  | **How does the Vendor plan to manage the material that is produced during the project through potential solutions such as a collaboration environment?** |
|  |  |

|  |  |
| --- | --- |
|  | **Provide specific information on project close-out activities to transition support to the City.** |
|  |  |
|  | **What percentage of the Project Manager's time will be devoted to the project?** |
|  |  |
|  | **What percentage of the Project Manager's time will be spent on site?** |
|  |  |
|  | **What is the total proposed duration of the implementation?** |
|  |  |

## Report Development Form

|  |  |
| --- | --- |
| 1. **3**
 | **What is the query tool and report writer that Vendor is proposing?** |
|  |  |
|  | **What reports are available out of the box? Provide a list here and samples at the end of this section.** |
|  |  |
|  | **Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?**  |
|  |  |
|  | **It is expected that the system will provide the ability for end-user querying and reporting to be performed without impacting the performance of the transactional system. Does your proposal meet this expectation?** |
|  |  |

## Training Form

|  |  |
| --- | --- |
|  | **What is your recommended approach to training (End-user, train the trainer, hybrid approach) for the City, and why?** |
|  |  |
|  | **What types of training documentation will be developed by the Vendor?** |
|  |  |
|  | **Describe the opportunities for ongoing training.** |
|  |  |
|  | **Describe online training options.** |
|  |  |

## Staffing Plan Form

|  |  |
| --- | --- |
|  | **Assuming health restrictions permit doing so, identify the degree to which Vendor staff will be onsite versus off-site during the project.** |
|  |  |
|  | **Use the table provided below to identify the number of City business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.** |
|  | **Project Role** | **Project Responsibilities** | **FTE** |
| 53a. | Executive Sponsor(s) |  |[ ]
| 53b. | Project Manager |  |[ ]
| 53c. | Project Administrator |  |[ ]
| 53d. | Functional Process Owners |  |[ ]
| 53e. | Functional Process Team Participants (per member involvement) |  |[ ]
| 53f. | Training Coordinator Team Lead |  |[ ]
| 53g. | Change Management Team Lead |  |[ ]
| 53h. | Communications Team Lead |  |[ ]
| 53i**.** | Other Roles |  |[ ]
|  | **Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Vendors based on their experience in implementing their product in similar environments.** |
|  | Project Role | # of FTEs | Skill Set Required | Training Required? | Training Provided? |
| 54a. | Help Desk |  |  |  |  |
| 54b. | Trainer |  |  |  |  |
| 54c. | DBA |  |  |  |  |
| 54d. | Report Developer |  |  |  |  |
| 54e. | Application Support |  |  |  |  |
| 54f. | System Administrator |  |  |  |  |
| 54g. | Security Administrator |  |  |  |  |
| 54h. | Other Roles |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

## Ongoing Support Services Form

|  |
| --- |
| **Support and Maintenance** |
|  | **Provide the minimum, maximum, and average response times (hours) provided as part of the basic support agreement and average response time for the past twelve (12) months.**  |
|  |  |
|  | **Describe Help Desk services for technical support and end users. Specify days and hours and any escalation options and procedures.**  |
|  |  |
|  | **Identify the party or business unit that is responsible for the support options provided above.** |
|  |  |
|  | **Provide the following regarding the number of business staff the City should expect to be committed to providing on-going application support:*** Role
* Responsibility
* Estimated time commitment in terms of FTE time
 |
| **Role** | **Responsibility** | **Estimated commitment in FTE** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
|  | **For ongoing IT staff resources, please provide the following information:*** Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration, etc.)
* Number of FTEs within each position
* Skill sets required for each position
* Training required and whether the Vendor provides this training
 |
| **Position** | **# FTE** | **Skill Sets Required** | **Training Required** | **Vendor Training** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | **It is anticipated that all system updates, security updates and release patches will be applied in a timely manner. For any on-premises components these should be easily downloadable, if applicable. An accumulation patch process is desired. Provide information on how software updates are received, processed, and distributed, including but not limited to:** |
| 60a. | * Backward version compatibility and support
 |
|  |  |
| 60b. | * Timeframe/policy on moving to new versions
 |
|  |  |
| 60c. | * Automatic product upgrades versus on-demand
 |
|  |  |
| 60d. | * Ease of implementation for City staff versus need to contract for services
 |
|  |  |
| 60e. | * Use of tools to deploy new versions and patches
 |
|  |  |
| 60f. | * Additional information
 |
|  |  |
|  | **Describe the product release cycle including:** |
| 61a. | * How long releases typically take to implement
 |
|  |  |
| 61b. | * Frequency of upgrades/enhancements or new versions (major and minor version releases)
 |
|  |  |
|  | **Do you limit the number of City staff who can call in for support? If yes, explain your model and how additional staff can be included? If there is no limitation, the maintenance agreement should clearly state this fact. Are you agreeable to include such language in our contract?** |
|  |  |
|  | **Describe the types of support needed to keep the product under current support and to keep the product enhanced.**  |
|  |  |
|  | **Do you need remote access to the server to support/maintain it? If yes, describe the method(s) and security used.** |
|  |  |
|  | **Do you offer post-implementation support? If so, what is the duration?** |
|  |  |
|  | **Will the vendor contractually agree to the following?** |
|  | **Contractual Inquiry Term Condition** | **Yes** | **No** |
| 66a. | Provide staff for training and implementation |[ ] [ ]
| 66b. | Non-performance holdbacks? |[ ] [ ]
| 66c. | Payment holdbacks until fully operational and formally accepted? |[ ] [ ]
| 66d. | Allow the City the licensed to thto the ct (HRSDOto approve Vendor staff assigned to help with implementation? |[ ] [ ]
| 66e. | Ongoing costs are waived during the first year of implementation |[ ] [ ]
| 66f. | Ongoing cost for software modules is waived until the implementation phase for the given modules begins |[ ] [ ]
| **Software Updates and Distribution** |
|  | **Describe the product release cycle including:** |
| 67a. | * Frequency of upgrades/enhancements or new versions (major and minor version releases)
 |
|  |  |
| 67b. | * Contents of release
 |
|  |  |
| 67c. | * How long release takes to implement
 |
|  |  |
| 67d. | * Use of release notes
 |
|  |  |
| 67e. | * Backward version compatibility and support of back versions
 |
|  |  |
| 67f. | * Timeframe/policy on moving to new versions
 |
|  |  |
| 67g. | * Automatic product upgrades or on demand
 |
|  |  |
| 67h. | * Ease of implementation for City staff versus need to contract for services
 |
|  |  |
| 67i. | * Additional information
 |
|  |  |
| **Customizations** |
|  | **How can the City customize or configure the software directly without Vendor involvement?** |
|  |  |
|  | **How are local customizations or configurations maintained when installing new releases of the Vendor’s software?** |
|  |  |

## Client Reference Form

|  |  |
| --- | --- |
| **Vendor name:** |  |
| **Customer name:** |  |
| **Customer contact:** |  |
| **Customer phone number:** | ( ) |
| **Customer E-mail address** |  |
| **System which Solution Replaced** |  |
| **Describe Nature of Project and Services Provided to This Client:** |
|  |
| **Configuration of Solution Implemented (Hardware, Software):** |
|  |

## Conflict of Interest Statement

SECTION 00092

**CONFLICT OF INTEREST STATEMENT**

Check one:

[ ] To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

[ ] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

**LITIGATION STATEMENT**

Check One:

[ ] The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

[ ] The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

 CONFLICT OF INTEREST 00092-1

## Non-collusion Agreement

SECTION 00093

**NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA**

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

 being, first duly sworn, deposes and says that he is of , the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

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

Affiant

Sworn to and subscribed before me this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

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

Notary Public

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

Printed Name

NON-COLLUSION AFFIDAVIT 00093-1

## E-verify Form

SECTION 00094

**E-VERIFY FORM**

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

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

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

 Authorized Signature

 Printed Name

 Title

 Name of Entity/Corporation

 E-VERIFY FORM 00094-1

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this \_\_\_day of \_\_\_ \_\_\_\_\_\_\_, 20 \_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of person whose signature is being notarized) as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of corporation/entity), personally known , or produced \_\_\_\_\_\_\_ (type of identification) as identification, and who did/did not take an oath.

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

My Commission Expires: \_\_\_\_\_\_\_\_\_\_ Notary Public

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

NOTARY SEAL ABOVE Printed Name

 E-VERIFY FORM 00094-2

## Drug-free Workplace Form

**STATEMENT UNDER SECTION 287.087**

 **FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH**

 **DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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' 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 not 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 is such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDER SIGNATURE

 DRUG-FREE WORKPLACE 00095-01

## Public Entity Crimes Statement

**SECTION 00097**

 **SWORN STATEMENT UNDER SECTION 287.133(3)(a),**

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

For \_\_\_\_\_

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

1. I understand that "affiliate" as defined in Paragraph 2871.33 (1)(a) , Florida Statutes,

 means:

1. A predecessor or successor of a person or a corporation convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “persons” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order].

7. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1(one) above is for the public entity only and, that this form is valid through december 31 of the calendar year which it is filed. I also understand that i am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in section 287.017, florida statues for category two of any change in the information contained in this form.

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

 Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Sworn to and subscribed before me this day of , 2021.

Personally known \_\_\_ OR Produced identification \_\_\_\_\_\_

[printed, typed or stamped Commissioned Name of Notary Public]

My commission expires

## Sales Tax Exemption Addendum

### SECTION 00098

###

### SALES TAX EXEMPTION ADDENDUM

1. Contractor and City entered into a contract dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Contract”) for the performance of the WORK described therein, to which an executed copy of this Sales Tax Exemption Addendum (“Addendum”) shall be attached thereto and incorporated therein.

2. Contractor and City desire to enter into an arrangement whereby certain purchases under the Contract can be made through the City as a means of taking advantage of the City’s status of being exempt from sales and use taxes.

3. The City is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of building materials or equipment necessary for the performance of work under construction contracts, provided the City determines it is to its best interest to do so, and provided the purchase of such building materials and equipment are handled in the manner hereinafter described.

4. The City has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for building materials or equipment to be used in the construction of this project, and notifies the Contractor of its intent to do so.

 **TERMS AND CONDITIONS**

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Administrative Code 12A-1.051 and 12A-1.094 and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.

2. The City shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any building materials or equipment included in the Contractor’s bid for the Contract. Contractor shall, from time to time submit, update and keep current, for consideration by the City, a list of all building materials and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the building materials and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish building materials and equipment with an aggregate purchase value of less than $10,000 need not be listed. Contractor’s initial list is attached hereto and incorporated herein. Building materials and equipment not required for the performance of the Contract shall not be purchased under this Addendum. The City reserves the right to delete or add items from this Addendum when it is in the City’s best interest.

3. The City will be liable for the payment of all purchases properly made hereunder.

4. Contractor shall notify all suppliers or vendors not to make sales to the Contractor under this Addendum.

5. For each purchase approved by the City to be made under this Addendum, the Contractor shall furnish the City in writing information sufficient for the City to issue to the supplier its City purchase order for the requested building materials or equipment which shall include as an attachment the City’s Certificate of Exemption. Suppliers and vendors will render statements for materials purchased to the City in care of the Contractor. After receiving and inspecting the materials when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, Contractor will forward the invoices to the City’s duly authorized representative for approval, processing and delivery to the City for payment. The City will process the invoices and issue payment directly to the supplier or vendor. Contractor will keep and furnish to the City all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Addendum, as the City may reasonably require.

6. The Contract provides that Contractor will perform the work under the Contract for the Contract Price in the amount of $[\_\_\_\_\_\_\_\_\_\_], as may be amended from time to time as provided in the Contract. Said amount, as amended, due Contractor under the Contract shall be reduced by the sum of all amounts paid by the City for materials and equipment purchased under this Addendum, including any shipping, handling, insurance or other, similar charges paid by the City, and all of the savings of sales and use tax on the purchase of such items.

7. The Contractor shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.

8. Contractor shall immediately notify all subcontractors and material and equipment suppliers of the City’s intent to reduce the construction cost of the Project by the purchase of building materials and equipment in the manner herein described and the Contractor shall not withhold his consent to the arrangement.

9. Administrative costs incurred by the Contractor with this Addendum shall be considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the Contractor in the purchase of building materials and equipment by the City.

10. All sales and use tax savings on the purchase of building materials and equipment shall be credited to the City and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.

11. By virtue of its payment of material and equipment invoices, the City further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Contractor as an incentive for the Contractor to process invoices well within the discount period. The Contractor shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.

12. The Contractor, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.

13. The Contractor as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the City pursuant to this Addendum. Further, the Contractor shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged or destroyed while in the Contractor’s possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been Contractor-supplied or purchased in the name of the Contractor.

14. Contractor shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the City or its authorized agent during normal business hours of Contractor.

15. The City will take both legal and equitable title to the building materials and equipment received from the vendor when delivery is made by the vendor at the Project site. Unless already provided for under the terms of the Contract Documents, Contractor shall cause the City to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to City and Contractor shall provide City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage.

16. Contractor shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Addendum, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and receiving the goods; and for unloading, handling and storing the materials until installed. Contractor shall inspect the materials when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the City’s purchase order, and forward the invoice to the City for payment if the goods are conforming and acceptable. Contractor shall verify that the materials conform to Drawings and Specifications and determine before installation that such materials are not defective. Contractor shall manage and enforce the warranties on all materials and equipment covered by this Addendum. Contractor shall be responsible to the City for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.

17. When title to the materials and equipment covered by this Addendum passes to the City prior to being incorporated into the Work, the Contractor’s possession of the goods is a bailment until such time as each of such goods is returned to the City by being incorporated into the Work.

18. The City shall not be liable for delays in the Work caused by delays in delivery of or defects in the goods covered by this Addendum, nor shall such delays or defects excuse Contractor in whole or in part from its obligation to timely perform the Contract.

19. In the event Contractor objects to the payment of any invoice for goods covered by this Addendum, Contractor shall at no additional cost to the City, provide all assistance, records and testimony necessary or convenient for the City to resolve the supplier’s claim for payment.

20. This Addendum and the authority granted to Contractor hereunder may be revoked by the City at any time upon verbal or written notice to Contractor at its offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, during normal business hours.

[END OF SECTION 00098]