

CITY OF PANAMA CITY BEACH



REQUEST FOR PROPOSALS

PCB22-88 RFP

STOP LOSS INSURANCE

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

Date of Issue: August 29, 2022
Responses Due: September 19, 2022

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SECTION 1

NOTICE TO PROPOSERS

PCB22-88 RFP STOP LOSS INSURANCE

The City of Panama City Beach is accepting electronic (e-submission) and sealed Proposals from qualified insurance providers for **PCB22-88 RFP STOP LOSS INSURANCE**.

All Proposals must be received no later than **Monday, September 19, 2022, at 10:30 AM CDT** at which time all Proposals will be publicly opened and read.

Proposal Documents may be downloaded online at www.demandstar.com or at [the City's website at https://www.pcbfl.gov/about-us/rfp-posts-list](https://www.pcbfl.gov/about-us/rfp-posts-list) starting on **August 29, 2022**.

- Electronic Proposals will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one copy along with a CD or flash drive may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and clearly mark the Proposal # **PCB22-88 RFP Stop Loss Insurance** on the package. Receipt of a Proposal by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Proposals shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413**

The Owner reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

Any and all questions regarding the Proposal documents shall be directed to City of Panama City Beach Purchasing Manager: Carrie Jagers, Phone: 850-233-5100 or email: Purchasing@pcbfl.gov. Contact with any other City official or City employees for the purpose of inquiries regarding this proposal or the meaning or interpretation of these specifications shall be grounds for disqualification.

SECTION 2

REQUEST FOR PROPOSALS

INTRODUCTION: The City of Panama City Beach is requesting proposals from qualified insurance providers to assess Stop Loss Insurance Coverage for the City.

This RFP process seeks to obtain the best overall coverage and pricing combination. Total cost will not be the only factor in making the determination. Other factors that may contribute to the selection process include but are not limited to:

- Adherence to the specifications outlined
- Insurance providers claims handling capabilities
- Staff expertise and knowledge of Municipal Operations
- Value-Added Components
- Ongoing support

SCOPE OF COVERAGE – The City is currently self-funded using Florida Blue as a Plan Administrator and utilizing the Florida Blue Network of providers. The City currently covers 100% of the employee cost for Medical coverage and 0% of the dependent cost.

1. Mandatory Coverage Provisions- The City wishes to match the current specific deductible/contract type.
 - a. Specific Stop Loss:
 - i. Deductible Amount \$ 100,000
 - ii. Benefit Maximum N/A
 - iii. Coverage Benefits Medical & RX
 - iv. Contract Type 24/12 with 12-month run-in
 - v. Includes Retirees
 - b. Aggregate Benefit
 - i. 125% of expected paid claims
 - ii. Aggregate Benefit -\$1,000,000
 - iii. Aggregate Benefit max eligible expenses per Covered Person --\$100,000
 - iv. Includes Retirees
 - c. Rate History

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Specific Rates

Year	Single	Family
2022	\$100.95	\$256.21
2021	\$98.81	\$279.88
2020	\$121.81	\$298.93

Aggregate Benefit Premium Rates

2022 Monthly Rates	\$5.57
2021 Monthly Rates	\$5.87
2020 Monthly Rates	\$7.96

Aggregate Deductible Factors (Contract Type 24/12)

2022	Medical	RX
Single	\$448.35	\$177.61
Family	\$1,255.39	\$497.30

2021	Medical/RX
Single	\$614.36
Family	\$1,665.25

2020	Medical	RX
Single	\$506.55	\$238.18
Family	\$506.55	\$238.18

A. QUALIFICATIONS REQUIRED: Respondents to this RFP shall have the following qualifications:

1. Must have a current and active business license and in good standing with the State of Florida.
2. Must provide a complete proposal with all the required executed documents.
3. Have proper certification(s) and/or license(s) for the services specified in this RFP.
4. Provide documentation of good standing with the Florida Office of Insurance Regulation
5. Have a minimum of three (3) years' experience providing similar services with cities, counties, and other local governments of similar size.
6. Have the capacity to acquire all required bonds, insurances, permits and coordinate with approving and/or monitoring agencies.
7. Must have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Florida, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and

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ordinance provisions that are applicable to public contracts in the City shall be followed with respect to the contract.

B. CONTRACT AND TERMS

1. The successful Bidder, with approval from City Council, will enter into a contract with the City of Panama City Beach.
2. The initial policy period will be for a minimum of a 1-year period beginning January 1, 2023. Longer terms up to three (3) years will be accepted. The agreement may be renewed for three (3) additional one-year terms upon satisfactory performance by the individual/firm and at a negotiated rate agreed to in writing by both the Insurance Provider and the City of Panama City Beach.
3. The City reserves the right to terminate the contract for convenience or for cause by giving a thirty (30) day written notice prior to the effective date of termination.

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SECTION 3

SUBMITTAL REQUIREMENTS

The City of Panama City Beach is requesting sealed Proposals from qualified Insurance Providers for Stop Loss Insurance. Complete submittal package is not to exceed thirty (30) pages excluding the standard forms.

A. **FORMAT:** Request for Proposal should include the following:

1. **INTRODUCTION/COVER LETTER:** Respondents shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter; this section shall include the name, address, telephone number and e-mail address of the designated person to whom all correspondence should be directed.
2. Evidence of the Respondent's experience providing the requested Coverage in the State of Florida and experience timely and efficiently managing claims.
3. Coverage Proposal: Respondent must provide a detailed breakdown of all Coverages outlined in the Scope of Coverages including any applicable deductibles or exclusions applicable to those coverages or policy terms. Respondent's proposal should provide a lump sum coverage premium and detail the payment options provided by the Respondent including any discounts associated with those payment options.
4. Financial strength. Current ratings with AM Best or other industry rating institution.
5. Other information and evidence that proves the Proposer is capable to provide the coverage requested.

SECTION 4

EVALUATION PROCESS

- A. The Request for Proposal (RFP) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria below and will be evaluated based on the criteria based on the process below. Submittals will not be returned to the firms submitting their Request for Proposals.
- B. EVALUATION COMMITTEE – Evaluations will be completed by an Evaluation Committee comprised of the City’s Insurance Broker, Sterling Seacrest Pritchard (“SSP”) and the City’s Risk Management Director (the “Committee”). The Committee will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants.
 - 1. Proposers are required to respond to this RFP with two separate packages: a technical proposal and a financial proposal. The Evaluation Committee will first evaluate the technical proposals (the “Technical Ranking”). The technical proposals for each coverage will be ranked separately for technical quality and ability to provide the coverages, benefits, and services as specified in the Scope of Services.
 - 2. Following the Technical Ranking, the Committee or designated members of the committee will negotiate separately with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a final supplemental proposal (the “Final Offer”) which shall consist of the proposers best and final offer for the rates for the coverages, services, and benefits offered for each coverage or any combination thereof based on the results of the Technical Ranking.
 - 3. The Final Offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit Final Offers will be evaluated by the Committee, or designated Committee members, based upon the terms presented in the Final Offer.
 - 4. Following the receipt of the Final Offer, the Committee shall review the technical quality of all coverages, benefits, and services combined with the rates, premiums, discounts which detailed in the Final Offer and shall consider any cost savings offered to determination the best combination of coverages and proposals.
 - 5. Based upon the review of the Final Offer, the Committee shall prepare a fact-finding report and recommendation to the City Manager and City Council for their consideration.
 - 6. The City reserves the right to reject all or some portions of the proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

C. POINT OF CONTACT DURING EVALUATION PROCESS- The City's Insurance Broker will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

1. Discussion of Proposals – The Evaluation Committee, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the Committee's submission of the fact-finding report for the purpose of obtaining Final Offers. When conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes and Chapter 286, Florida Statutes.
2. A proposer shall address any questions regarding interpretation of the RFP or the process to the City's Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals. If any questions regarding the interpretation or preparation of response to the RFP requires legally permitted disclosure of claim information including the disclosure of confidential health information, the proposer shall indicate the necessity of this information which shall be forwarded to the City's Risk Manager. Questions from potential proposers and the City's response shall be posted on the City's website and DemandStar. However, questions which call for disclosure of protected health information will not be published to other parties.

SECTION 5

TERMS AND CONDITIONS

A. LATE PROPOSALS

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

B. COMPLETENESS

All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.

C. PUBLIC OPENING

All proposals will be publicly opened, and the list of proposers read aloud in the City of Panama City Beach City Hall, Council Room, 17007 Panama City Beach Parkway, Panama City Beach, FL at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.

D. CONTRACT REQUIRED

The City and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms, and conditions.

E. INDEPENDENT CONTRACTOR STATUS; INDEMNITY

At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

F. COPYRIGHTED, CONFIDENTIAL INFORMATION.

If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or

services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

G. TIME IS OF THE ESSENCE

A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.

H. ASSIGNMENT

The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

I. TERMINATION FOR DEFAULT

Proposers will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract. The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

J. PUBLIC RECORDS

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF PANAMA CITY BEACH

17007 PANAMA CITY BEACH PARKWAY

PANAMA CITY BEACH, FLORIDA 32413

850-233-5100

Cityclerk@pcbfl.gov

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1. Proposer shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Proposer shall provide the City 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 costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
2. Proposer shall ensure that public 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 following completion of the contract if the Proposer does not transfer the records to the City.
3. Upon completion of the contract, Proposer shall transfer, at no cost, to the City all public records in possession of the Proposer or keep and maintain public records required by the City to perform the service. If Proposer transfers all public records to the City upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records.
4. All public records stored 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.
5. Failure of Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
6. If Proposer fails to provide the public records to the City within a reasonable time Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

K. EXECUTION OF AGREEMENT

Within fifteen (15) calendar days after notification of award, the successful proposer will execute the Beach Service Agreement and simultaneously provide any required insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

L. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

M. FISCAL YEAR FUNDING APPROPRIATION

1. SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
2. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

N. PROPOSER'S CERTIFICATION FORM

Each proposer shall complete the "Proposer's Certification" form included with this request for proposal and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.

O. PUBLIC ENTITY CRIMES FORM

A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

P. PAYMENT

1. PROPER PAYMENT. For purposes of payment procedures, a "proper payment" made by a contractor, vendor or other party shall include at least the following information:
 - a) The amount paid.
 - b) A description, including month the payment applies to and the percentage of annual payment for the services provided.
 - c) The full name of the vendor, contractor or other party who is supplying the services including a mailing address in case of an issue and a mailing address for receipt purposes (if they are different) and a telephone number.
 - d) The purchase order or contract number as supplied by the City.
 - e) Identification by office, division, or department of to whom the goods or services were delivered or provided.
2. DELIVERY OF PAYMENT. All payments shall be delivered to Accounts Payable, City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413.

Q. DRUG-FREE WORKPLACE CERTIFICATION

By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

R. CONFLICT OF INTEREST

The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employees of the City or of its agencies. Proposers must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

S. E-VERIFY

The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later

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than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

T. NON-COLLUSION

Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

U. AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, (850) 233-5100, at least seven (7) days before the date on which the accommodation is requested.

V. INSURANCE AND INDEMNIFICATION

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

1. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Carrie Jagers, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
2. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
3. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

SECTION 6 - STANDARD FORMS

The forms listed below (Attachments A thru G) are to be completed and submitted with your proposal and are attached herein. Ensure that all of these documents are completed and submitted with your Proposal. Failure to do so may result in your submittal not being considered for the RFP “short-list.”

- **Attachment A** – Proposer’s Certification
- **Attachment B** – Addendum Page
- **Attachment C** – Drug Free Workplace
- **Attachment D** – Public Entity Crime Statement
- **Attachment E** – E-Verify
- **Attachment F** – Non-Collusion Affidavit
- **Attachment G** – Conflict of Interest

SECTION 7 - ADDITIONAL INFORMATION - DOCUMENTS POSTED SEPARATELY

The documents listed below are for informational purposes only and subject to change:

- **Exhibit A** – Insurance Requirements
- **Exhibit B** – Current Contract
- **Exhibit C** - Current Benefit Plans Documents/ SBC
- **Exhibit D** - Census

ATTACHMENT A
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the ____ day of _____,
2022, by _____, as the _____ of
[business] _____.

Signature of Notary

Notary Public, State of _____

Personally Known ____ -OR- Produced Identification of: _____)

ATTACHMENT B
ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

ATTACHMENT C

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2022, in accordance with section 287.087, Florida Statutes, certifies that [business]_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 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 Paragraphs 1 through 5.
7. **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 OF BUSINESS: _____

BY: _____
SIGNATURE

NAME TYPED OR PRINTED: _____

TITLE, TYPED OR PRINTED _____

End of Attachment

**ATTACHMENT D
PUBLIC ENTITY CRIME FORM**

SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Proposal, Proposal or Contract

2. This sworn statement is submitted

whose business address is:

and (if applicable) Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement:

3. My name is _____ and my relationship
to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or any 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.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records 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.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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 those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public

interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Company)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2022, and is personally known to me, or has provided _____ (driver's license/military id) as identification.

Notary Public

My Commission expires:_____

End of Attachment D

ATTACHMENT E
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 PROPOSAL/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

Notary Public

My Commission Expires: _____

NOTARY SEAL ABOVE

Printed Name

**ATTACHMENT F
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 contractor is not financially interested in or otherwise affiliated in a business way with any other contractor on the same contract; that said contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any contractors 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 contractor, or to fix any overhead, profit or cost element of said bid price, or that of any other contractor, 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 contractor 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

ATTACHMENT G

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 five (5) years.
- 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.