



# **City of St. Pete Beach Request for Proposals**

## **RFID Library Project**

**Issued 1/27/2023**

**Submittals due by  
2/28/2023 at 10:00 AM EST (Deadline)  
City Hall, St. Pete Beach, FL**

**I. TABLE OF CONTENTS**

I. TABLE OF CONTENTS .....2  
II. GENERAL CONDITIONS .....3  
III. PUBLIC ENTITY CRIMINAL AFFIDAVIT .....12  
IV. NON-COLLUSION AFFADAVIT .....14  
VI SAMPLE AGREEMENT .....15

## II. GENERAL CONDITIONS

### REQUEST FOR PROPOSALS

[RFID Library Project ]

### REQUEST FOR PROPOSALS SUMMARY

[The City of St. Pete Beach is accepting proposals from qualified vendors for the Library RFID Project. ]

### SUBMITTER INFORMATION

All Submitters must contact the City's Finance Director, in writing via e-mail ([vtenaglia@stpetebeach.org](mailto:vtenaglia@stpetebeach.org)), with their intention to submit, along with their company name and contact information at least ten business days before the submittals are due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

### NON-MANDATORY PRE-SUBMITTAL MEETING

A non-mandatory pre-proposal meeting will be held 2/14/2023 at 10 AM EST at City Hall, 155 Corey Avenue, St. Pete Beach, Florida 33706. Please contact the City's Finance Director ([vtenaglia@stpetebeach.org](mailto:vtenaglia@stpetebeach.org)) for information.

### QUALIFICATIONS SUBMITTALS

[Proposals must include all the required documents items listed in the Submission Instructions Section of the Request for Proposals (RFP).

Proposals should be mailed or hand delivered to the Office of the City Clerk on or before February 28, 2023 at 10AM EST. Late submissions will not be accepted. Proposals should include one original and an electronic copy (on a USB flash drive).

Physical Submittals should be addressed to:      City of St. Pete Beach  
City Clerk's Office  
155 Corey Ave.  
St. Pete Beach, FL 33706

Clearly marked as: **"Library RFID Project"**

Submissions will be not be publicly opened. ]

[

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## **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

No oral interpretations will be made to any vendors as to the meaning of the scope of work or any other contract documents included in this RFP. All questions pertaining to the terms and conditions or scope of work of this Request for Proposals (RFP) must be sent in writing (e-mail is acceptable) to the City Finance Director and shall be received no later than February 21, 2023 at 10AM EST. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the RFP. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.]

## **SCOPE OF WORK**

**Project:** St. Pete Beach Library RFID project

**Summary:** Provide hardware, IT integration with Sirsi Workflows ILS, and RFID tags for library materials. Provide security gates on south and east patron entrances to the building that interface with RFID tags and ILS.

**Organization:** St. Pete Beach Public Library is a self-governing member of the Pinellas Public Library Cooperative. The library serves approximately 10,000 city residents and other cooperative library members in adjoining cities. The library has approximately 55,000 tangible items which may be checked out by library patrons. The library presently uses barcodes to identify and process materials.

**Project description:** This RFP is to obtain technical and professional services of a qualified vendor to provide the library with RFID tags and install hardware and software necessary for the materials to be checked in, checked, out, inventoried, circulated by patrons using a self-check machine (Bibliotheca 500) and RFID. The RFID tag system shall seamlessly interface with Sirsi Dynix Workflows 3.7.1 and be compatible with updates to the Sirsi Dynix Workflows ILS as issued by Sirsi Dynix. The library seeks RFID solutions that include tags, hardware, software, installation, project management, staff training and on-going support, maintenance, and telephone support during normal business hours.

The library will continue to use machine readable barcodes in all items to comply with Cooperative requirements. The RFID system shall be able to process RFID tags from other Cooperative (PPLC) member libraries in the same manner as items tagged by SPBPL. Should the RFID tag fail to be read by the system, or if there is no RFID tag, the barcode shall be used to process the item transaction.

The library wishes to have installed security gates that interface with the RFID system to alarm when unchecked materials pass through.

Future projects include a book 'vending machine' and self-service pick up lockers. The RFID system should allow for streamlined implementation of those patron services with the understanding that such future equipment shall be RFID compatible.

### **Required tasks and deliverables:**

**RFID tags:** Currently the library has approximately 55,000 items of which approximately 12,500 are DVD or CD items. In consultation with library staff the vendor shall recommend and supply the required number of RFID tags specific to the items and a stock of a sufficient number of tags to process 500 more books, and 250 more disk items. The CD and DVD tags may be affixed to the case or cover art in individual disk items, or multidisc sets.

**RFID tag readers:** The vendor shall provide 6 staff workstation interface devices: one at each of the two circulation desks, one at the back check in desk, one at workstation SPBPLCIRC9 in the staff area, one for the director's office, and one for technical services.

The library wishes to use RFID for collection management such as auditing shelves, inventory and searching for misfiled items. An RFID shelf reading tool shall be supplied.

In preparation for go live the library will conduct a retrospective tagging of all items. The rental of a mobile workstation to add RFID tags at shelf side is required. Train-the-trainer instruction of at least one library staff member in its use is required.

The vendor shall tag at least twenty-five items including an assortment of books, CDs, and DVDs during system set up or training.

**Library material vendor processed item specifications:** The vendor shall supply specifications to the library that will be forwarded to various library material vendors who pre-process items for the library to allow them to place compliant RFID tags in the items during their pre-processing.

**Staff training:** Vendor shall supply training to sufficient library staff in no more than two training sessions for the use of the RFID tags including: adding tags to items and updating Sirsi Dynix Workflows with that information, checking out items, checking in items, use of self-check machine with RFID tags, resolving common RFID tag circulation errors, resolving common RFID tag technical errors, physically discarding items with RFID tags so they may be sold by the library's bookstore or otherwise disposed of, and producing reports related to the RFID system.

**Security gates:** Provide and install security gates to actively monitor patron egress with items not checked out. An alarm shall sound when an uncharged item passes through exiting the library. The gates shall be at the south patron entrance and the east patron entrance to the library. The entrances are approximately 73 inches and 75 inches wide respectively (photographs attached below). Gates should have alarm activated to outgoing (not incoming) items with the ability to adjust RFID antenna sensitivity due to environment/circumstances along with ability in software to determine alarm triggers. Train-the-trainer training shall be provided.

The gates shall allow normal pedestrian traffic including patrons using wheelchairs or other mobility assistance. The gates shall be compliant with local codes and the Americans with Disabilities Act. The vendor shall consult with library and city facilities staff on the design and installation of the security gates to ensure the most functional and aesthetically pleasing implementation. The vendor shall consult with the city's IT staff regarding data connection to the ILS system to ensure the most reliable connection while maintaining the city's robust data integrity and security. Any permitting or inspections shall be the responsibility of the vendor, and time for any inspection shall not toll against the completion time.

**Hardware and software technical support:** Technical support shall be available at a minimum during normal local business hours. The vendor shall delineate the vendor's responsibilities and the library's responsibilities for implementation and ongoing support.

**Warranty and service requirements:** The circulation RFID tags shall be guaranteed to be effective for the life of the item to which they are originally affixed and, if found to be defective, they shall be replaced at no cost to the library. The vendor shall provide an all-inclusive, 12-month warranty on equipment, software, and components and offer extended maintenance/service contract thereafter. Service technicians will be equipped with parts normally required to service the equipment and reduce downtime. Average on-site response time shall be no longer than twenty hours.

**Software warranty:** Software patches and service pack releases shall be supplied. The service agreement shall include remote maintenance for expert technical consultation and software support.

Hardware and software SLAs shall be mutually agreed upon at contract execution.

**Training requirements:** The Library seeks to train key circulation, technical services, system administration, and public services staff in the use of all equipment. Train-the-trainer training may be provided if vendor feels it appropriate. Training will be performed by the vendor and take place at the library or through videoconferencing.

User manuals shall be provided, preferably in electronic form with unlimited distribution within the library and to city IT staff. There shall be no additional charge for user manuals.

## **MINIMUM QUALIFICATIONS**

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs. |

## **SUBMISSION INSTRUCTIONS**

The purpose of this section is to provide information related to the proposals of interested vendors to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page**
- b. **Table of Contents**
- c. **Letter of Interest**
- d. **Statement of Qualifications and Profile of**
- e. **Understanding of the Scope of**
- f. **References**
- g. **Insurance Requirements**

Please direct all technical inquiries concerning this RFP in writing to the City Contact listed above. Questions must be submitted no later than five (5) days prior to the submittal due date.

## **EVALUATION AND SELECTION OF CONSULTANT**

A City evaluation committee will evaluate each vendor's proposals based upon the criteria stated in this RFP and the ability to execute the services. As part of the evaluation process, the committee may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the vendor considered

most qualified. The successful vendor will be required to enter into a contract similar to the one included in this RFP. The City reserves the right to negotiate modifications to any RFP that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Proposals will be evaluated in accordance with the criteria listed below:

- Satisfactory submission (includes all items in RFP with explanation of missing or expanded capabilities) Y/N
- Technical capabilities of vendor and project team (20%)
- Success of previous similar projects (10%)
- Demonstrated understanding of the scope and work required for the project (20%)
- Capability to perform work in budget and on time [within 120 days of start]. (15%)
- Price including annual maintenance after initial period (15%)
- Warranty (software and hardware) (10%)
- Post warranty service offerings (10%) .

### **RESERVES THE RIGHT**

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

### **DESIGNATED CONTACT**

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

### **INSURANCE REQUIREMENTS**

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

**Commercial General Liability Insurance** coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**Commercial Automobile Liability Insurance** for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

**Worker's Compensation/Employer's Liability Insurance** as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

**Professional Liability Insurance** the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

## **INDEMNIFICATION**

The Respondent shall hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

## **ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

## **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

### **Compliance with Fla. Stat. 448.095:**

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- b. Subconsultants:
  - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095
  - iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant must provide evidence of compliance with Fla. Stat. 448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Consultant's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Consultant may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

## **PROJECT RECORDS**

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.



Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (PDF) on USB storage device or web-based archive.

### **DEVIATIONS FROM SPECIFICATIONS**

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

### **NO COLLUSION**

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

### **BACKGROUND CHECKS**

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435.03. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to City property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

### **CONE OF SILENCE**

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

### **PUBLIC RECORDS/CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. Florida Statutes provide an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

### **PUBLIC ENTITY CRIMES INFORMATION STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **CONFLICT OF INTEREST**

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

### **TERMINATION**

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- Sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Consultant.

### **FISCAL NON-FUNDING**

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Contract immediately upon written notice to the Consultant.

### **SUBMITTAL WITHDRAWAL**

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;
- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. The error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; and
- e. The respondent submits documentation and an explanation of how the error was made.

### **TAXES, FEES, CODES, LICENSING**

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

### **CONTRACT MODIFICATIONS**

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

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### III. PUBLIC ENTITY CRIMINAL AFFIDAVIT

#### SWORN STATEMENT – PUBLIC ENTITY CRIMES

**PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: \_\_\_\_\_  
(Print individual's name and title)

for: \_\_\_\_\_  
(Print name of entity submitting sworn statement)

at: \_\_\_\_\_  
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

\_\_\_\_\_  
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

\_\_\_\_\_  
(SSN)

by the individual signing this sworn statement:

\_\_\_\_\_  
(Signature)

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Fla. Stat., 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 of the United States including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of 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.
4. I understand that an "affiliate" as defined in Section 287.133 (1)(a), Fla. Stat., means:
  - a. A predecessor or successor of a person convicted of a public entity crime or
  - b. 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 (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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.
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 (1) 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.

The entity submitting this sworn statement or one (1) 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 vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN 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, FLA. STAT., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
 Notary Public – State of Florida

\_\_\_\_\_  
 (Print, Type, Stamp, or Commissioned Name of Notary Public) |

**IV. NON-COLLUSION AFFADAVIT**

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

I state that I, \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm) |

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material, important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, Stamp, or Commissioned  
Name of Notary Public)

## V. SAMPLE AGREEMENT

|

**CITY OF ST. PETE BEACH, FLORIDA**  
**SERVICES AGREEMENT**

[Click or tap here to enter text.]

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This is an Agreement (the “Agreement”) entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and [Vendor Name.] (hereinafter "Vendor"). The City and Vendor together shall be referred to as the “parties.”

WHEREAS, City desires to purchase from Vendor the services described in this Agreement.

WHEREAS, Vendor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, [cityclerk@stpetebeach.org](mailto:cityclerk@stpetebeach.org), 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
  - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security’s E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
  - b. Subcontractors (i) Vendor shall also require all subcontractors performing work



under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Completion Date. Vendor shall provide the services, described herein no later than  or tap to enter a date.

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

11. Compensation. Upon Vendor's satisfactory full performance of the services or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the hourly rate listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically in Exhibit B.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Vendor waives all rights against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

14. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

15. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

**As to Vendor:**

[Insert Vendor's Name and Address]

**As to City:**

City Manager  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706

**With Copy To:**

[Insert Vendor email address]

**With Copy To:**

cityattorney@stpetebeach.org

16. Conflicts and Severability. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

19. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

21. Authority. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and

year set forth below.

[Insert Vendor Name]

**City of St. Pete Beach:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: [Insert Vendor's Representative.]

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

Its: [Insert Vendor Rep's Title]

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

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

ATTEST:

\_\_\_\_\_  
Andrew Dickman  
City Attorney

\_\_\_\_\_  
Amber LaRowe  
City Clerk

## EXHIBIT “A”

### Florida Public Records Law

#### 119.0701 Contracts; public records; request for contractor records; civil action.

- (1) DEFINITIONS. —For purposes of this section, the term:
- (a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
  - (b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.
- (2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:
- (a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:  
  
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 (telephone number, e-mail address, and mailing address).
  - (b) A provision that requires the contractor to comply with public records laws, specifically to:
    - 1. Keep and maintain public records required by the public agency to perform the service.
    - 2. Upon request from the public agency’s custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
    - 3. 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 contractor does not transfer the records to the public agency.
    - 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**EXHIBIT “B”**

**(Place Vendor’s Proposal behind this page)**