APPENDIX

FORMS AND OTHER PROJECT DOCUMENTATION

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*NOTE: DELETE/ADD ITEMS, DOCUMENTS, etc. as needed in this Section.*

# VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

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

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

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

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. TheContractor 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. The Contractor must maintain a copy of such affidavit.
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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorized Signature
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Entity/Corporation

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Notary Public
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
NOTARY SEAL ABOVE

# OWNER DIRECT PURCHASE (ODP) DOCUMENTS [if needed]

## Owner Direct Purchase (ODP) Instructions

1. Upon award and execution, a contract shall be issued to Contractor for the full amount of award.
2. The Contractor shall submit a list (ODP Summary) of potential ODP vendors and estimated dollar amounts (minimum of $10,000) to the City for consideration prior to initial pay application. Certain bid proposals will list pre-determined items for ODP and the accompanying tax savings. The ODP Summary shall list: (a) item cost, (b) corresponding line-item number from bid, and (c) sales tax savings associated with the item. Direct purchase shall be considered for single line items that exceed $10,000 in value and/or items identified in Section V, Bidders Proposal.
3. The Contractor shall prepare Request to Requisition forms (see attached) for each vendor to the City for review and approval, in electronic, MS Word format. The City will review, code, and process the requisition form. The City prefers that all Request to Requisitions be included in a single submittal.
4. A Change Order (CO) shall be issued to the Contractor reducing their contract by the amount of the ODP purchase(s) and the sales tax savings (per Request to Requisitions). COs will be drafted by the City and will be forwarded to the Contractor for execution. The Contractor shall submit two (2) originals, signed, sealed, and witnessed, to the City for execution. One fully executed original CO shall be returned to the Contractor.
5. Concurrently, the City Purchasing Department shall issue ODP Purchase Orders (POs) directly to each vendor (via email), along with an executed Certificate of Entitlement and the City’s Certificate of Tax Exemption. The Contractor and the City Project Manager will be copied.
6. City’s Project Manager shall coordinate delivery with Contractor and Vendor. Material shall be delivered to the project site. The Contractor will verify contents and check for defective materials. The Vendor to send original invoice to the City as the purchaser and a copy to the Contractor. Invoices shall include the City issued ODP PO number and invoice number.
7. The Contractor shall review invoice copy for accuracy and send electronic approval to the City Project Manager within fourteen (14) calendar days after date of receipt of invoice. This electronic approval shall consist of the Contractor’s signature, date, and indication of approval on the scanned invoice as well as scanned copies of the delivery documentation or an explanation as to why the invoice should not be paid. These items shall be emailed to the City Project Manager and the City Engineering Division Controller, copy to the Construction Inspector.
8. The Contractor shall provide delivery documentation (delivery ticket, packing slips, bill of lading, etc.) in hard copy form to the City Project Manager attached to a copy of the invoice within thirty (30) calendar days after date of receipt of invoice. If these hard copy items are delivered within fourteen (14) calendar days after the date of receipt of invoice, then electronic approval as noted in paragraph seven (7) above may be excused.
9. The City Project Manager shall have final approval to pay invoices, and the City Accounting Department shall issue payment to the Vendor for materials or equipment received.
10. ODP POs must be closed out prior to closing out the Contractor contract. If material costs needed for the project exceed the ODP PO amount, the ODP PO will not be increased. Amounts in excess of the ODP PO will be paid for by the Contractor.

## ClearwaterLogo_300x85.gifREQUEST TO REQUISITION FORM

For Owner Direct Purchase Materials

|  |  |  |  |
| --- | --- | --- | --- |
| City Project Name:  |  | City Contract #: |  |
| General Item Description: |  |
| Vendor:  |  | Contact Name: |  |
| Street Address:  |  | Phone No: |  |
| City/State/Zip:  |  | Email: |  |
| Receiving Location (Ship to): | (Project Location) | Attention: |  |
| Street Address: |  |
| City/State/Zip:  |  | Phone No: |  |
| General Contractor: | (Company Name) | Phone No: |  |
| Contact Name:  |  | Email: |  |
| Date Needed by:  |  | Expense Code: | (City will complete) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line #** | **Quantity** | **Units**(LS, SF, etc.) | **Detailed Description**(List shipping & handling charges, if applicable) | **Price Per Each** | **Total** |
| *(refer to Line Item # and details from Bidder’s Proposal, Section V)* |
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|  |  |  |  |  |  |
|  |  | LS | **PO Total**  |  |  |
|  |  |  |  |  |  |
|  |  | LS | **Sales Tax Savings to Owner**(First $5,000 x 7.0%, thereafter Sales Tax Rate is 6.0%)  |  |  |
| Equipment shall be in accordance with the applicable technical specifications, and all other applicable provisions (shop drawings, O&Ms, warranties, etc.,) of contract referenced above. Spare parts provided as per specifications; freight included. **Startup services and training are included in the above price, if provided for in bid.** |
| **Special Delivery Instructions** |
|  |
| **Send Original Invoices to:** | **Send Copy of Invoice to:** |
| Attn Division ControllerCity of Clearwater, Public Works Department/EngineeringPO Box 4748Clearwater, FL 33758-4748 | CONTRACTOR NAMEAttention To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mailing AddressPhone Number |

**Approving Official (City of Clearwater Representative):**

 Signature: Date:

 Print Name:

 Title:

*Engineering will provide records retention according to City of Clearwater’s Records Management Program
and State Retention Schedules.*

# PROJECT PERMITS [if needed]

# GEOTECHNICAL SOIL REPORT [if needed]

# ASBESTOS REPORT [if needed]