

CITY OF PANAMA CITY BEACH



INVITATION TO BID

PCB21-24A ITB

FIVE (5) INFRARED THERMOMETER SCANNERS

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

August 9, 2021

INVITATION TO BID

PCB21-24A ITB FIVE (5) INFRARED THERMOMETER SCANNERS

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids for **PCB21-24A ITB FIVE (5) INFRARED THERMOMETER SCANNERS** for the City of Panama City Beach Police Department. CESF Grant Funds will be used to purchase these items for the Police Department to perform temperature checks of employees along with visitors and help prevent the spread of the coronavirus.

The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

All Bids must be received no later than **Friday, August 27, 2021, at 1:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid 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> starting on **August 9, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and two paper copies along with a CD or flash drive may be delivered to City Hall at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB21-24A ITB FIVE (5) INFRARED THERMOMETER SCANNERS** on the package. Receipt of a Bid 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 Bids 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 City reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

All questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100 ext. 2332 or email: Purchasing@pcbfl.gov**

SECTION I

INFORMATION FOR BIDDERS

It is the intention of this Invitation to Bid (ITB) to find a business capable of supplying Infrared Thermometer Scanners to the Panama City Beach Police Department. These items provide assistance with preparation, prevention, and responsiveness to the impacts of the coronavirus.

BID DUE DATE & TIME: Friday, **August 27, 2021, AT 1:00 P.M.** CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 2:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining timeliness of Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 1:00 P.M. on, Friday, August 27, 2021. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB21-24A ITB INFRARED THERMOMETER SCANNERS**. Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit two (2) complete Bid responses (one (1) original and one (1) copy) along with one (1) electronic formatted copy that includes all required documentation:

A complete BID response shall consist of the following required documents:

1. Bid Form (2 pages)
2. Drug Free Workplace
3. E-Verify Form
4. Non-Collusion Affidavit
5. Public Entity Crime Statement
6. Conflict of Interest

Additional reference documents:

1. Notice of Award
2. Agreement

Bidders submitting Electronic Bids must submit all the required documents with the Bid and it will only be accepted when submitted through the DemandStar's Bid portal. Emailed or facsimile (fax) submissions will not be accepted.

Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with all addenda issued. It is the sole responsibility of the Bidder to determine if any addenda(s) have been issued. Addenda(s) are available online at the City of Panama City Beach Web Page <https://www.pcbfl.gov/about-us/rfp-posts-list> and also on DemandStar at www.demandstar.com.

Bids not submitted with all the required documents may be rejected.

All questions about the meaning or intent of the Bid Documents shall be submitted in writing and directed to the City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, Attention: Tina Kunst, Purchasing Manager. Questions may also be sent via e-mail at Purchasing@pcbfl.gov. Questions will be answered by a formal written addendum and posted on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and on DemandStar at www.demandstar.com. Questions received less than SEVEN (7) calendar days prior to Bid due date will not be answered. Only questions answered by formal written addenda will be binding. Bidder is responsible for verifying questions were received by the Purchasing Manager. It is the sole responsibility of the Bidder to determine if an addendum(s) has been issued.

The City shall award the contract to the lowest fully responsive and responsible Bidder(s); provided, that the City may award the contract to a Bidder(s) other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

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SECTION II

TERMS & CONDITIONS

ADDENDUM TO INVITATION FOR BID: If it becomes necessary to revise any part of this Invitation for Bid, the City's Purchasing Manager will furnish the revision by written Addendum through the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and through DemandStar at www.demandstar.com. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

ADDITIONAL TERMS & CONDITIONS: The City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

ANTI-DISCRIMINATION: The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

AWARD - The City shall award the contract to the lowest fully responsive and responsible Bidder; provided, that the City may award the contract to a Bidder other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder. Where a Bid other than the lowest Bid is taken, the City shall state the reasons upon which such award was made.

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, and quality of work to be performed.

Submission of a Bid indicates acceptance by the individual or firm of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or firm selected.

BIDDER EXPENSES - The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel

expenses; and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CERTIFICATES OF INSURANCE: The successful Bidder shall submit a Certificate of Insurance with the required coverages within 10 days of Notice of Award.

CHANGE ORDER - No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONFLICT OF INTEREST – The Bidder certifies that this Bid 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. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employee of the City or of its boards or committees. Bidders 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 Bidder's firm or any of its branches or affiliate companies.

DEFAULT/FAILURE TO PERFORM: City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. The following shall constitute default and the City of Panama City Beach may terminate the Contract if the Bidder fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

E-VERIFY: The awarded Bidder is 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-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder 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-Bidder 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 than 20 calendar days after the date of termination. If this contract is terminated for a violation

of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

INDEMNIFICATION: 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.

MINOR IRREGULARITIES/INFORMALITIES: The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations that may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

NON-COLLUSION: Bidder 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.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented procurement communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Bidders are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for information and updates concerning solicitations or contact the Purchasing Manager on the information listed above.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: 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 for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, 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 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her 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 once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The successful Bidder shall comply with Florida's Public Records law. Specifically, the successful Bidder shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. 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.
- c. 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 Bidder does not transfer the records to the public agency.

- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder 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.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

RECOMMENDATION OF AWARD INFORMATION: Awarded Bids, Bids currently active, and Tabulation sheets will be available online at the City Website. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

RESPONSIVE BIDDER: A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

TAX EXEMPTIONS: The City of Panama City Beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TERM: This is a firm fixed unit bid price for Five (5) Infrared Thermometer Scanners.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of thirty (30) days thereafter.

SECTION III

SPECIAL TERMS AND CONDITIONS

A subaward agreement has been entered into by and between the Florida Department of Law Enforcement and the City of Panama City Beach.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R Part 200) in their entirety. It is also subject to standard and special conditions below and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

DEBARMENT AND SUSPENSION A contract award meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists.

Equal Treatment for Faith Based Organizations - The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. § 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the recipient or a subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subrecipient also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

PROCUREMENT OF RECOVERED MATERIALS. Contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, the City and its contractors must procure only items, designated in guidelines of the EPA at [40 C.F.R. § 247](#), containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. Contractors must procure solid waste management services so that energy and resource recovery are maximized, and

they must establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.*

Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the contract shall be reported to the City. Contractor shall disclose promptly inventions to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and [Title 37 C.F.R. § 401](#). The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

Termination. Any contract over \$10,000 must address termination for cause and termination for convenience by the City, including the manner by which it will be effected and the basis for settlement.

- a. **Termination for Convenience.** Contract is terminated due to reasons known to the non-Federal entity, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the contractor is not in violation of the contract terms and conditions.
- b. **Termination for Cause.** Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include reprocurement costs to be paid by the contractor.

Termination settlements shall be accommodated by negotiations carefully planned in order to achieve an equitable resolution.

Reference: Part 200 Appendix II(B).

Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment. A contractor or vendor who is suspended or debarred from The System for Award Management (SAM) in compliance with 2 C.F.R. §200.214 are prohibited from entering into a contract where federal funds will be used. In accordance with these requirements set out in 2 C.F.R. §200.216, subrecipients of FDLE awards are prohibited from obligating or expending grant funds to: 1. Procure or obtain; 2. Extend or renew a contract or procure or obtain; 3. Enter into a contract to procure or obtain equipment, services, or systems that us telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

SECTION IV

SCOPE OF WORK

1. The City of Panama City Beach will use CESF grant funds to purchase the following supplies to prepare for and prevent the spread of the coronavirus.
 - a. Five (5) Infrared Thermometers Scanners
 - i. Full Automated
 - ii. Alert Types
 1. Email
 2. SMS
 3. Live Feed
 - iii. Accuracy within .5 degrees Fahrenheit
2. Bidder to provide an estimated date of arrival for merchandise.
3. Bidder unit price shall include all shipping, freight and/or installation cost.
4. Bidder shall provide a complete explanation of warranty with Bid submittal.
5. The Bidder shall comply with all applicable laws, regulations, and codes as required by Federal agencies and the State of Florida. The Bidder must fully comply with all Federal, State, and Municipal ordinances and regulations in any manner affecting the prosecution of the work.

SECTION V

PAYMENT

- A. Payment will be made 30 days after product is delivered and inspected.
- B. The City shall determine the quality, and acceptability of the product prior to payment. The City shall decide finally and conclusively any differences that may arise as to the interpretation of the specifications or the fulfillment of the terms of the Contract.

SECTION VI

WARRANTIES

The equipment specified herein shall be covered by a warranty. Submit a copy of the warranty with the Bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacture. Include any information on a delayed warranty procedure to cover the interval between time of delivery and the actual date that the product is placed in service by the City.

SECTION VII

REQUIRED DOCUMENTS

BID FORM

TO: City of Panama City Beach, Florida SUBMITTED: _____, **2021.**

PCB21-24A ITB FIVE (5) INFRARED THERMOMETER SCANNERS

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all items for **PCB21-24A ITB FIVE (5) INFRARED THERMOMETER SCANNERS** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Line items include all required products and services:

One (1) Infrared Thermometer Scanner (unit price) \$_____

X Five (5) units requested \$_____

Total Cost \$_____

Estimated Delivery _____

BIDDER:

Name of Business

Name of Bidder

Address

Phone Number

Date

[END OF BID PROPOSAL FORM]

DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
5. Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

AUTHORIZED SIGNATURE _____

COMPANY _____

DATE _____

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 EMPLOYEES HIRED AFTER JANUARY 1, 2021.

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

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

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

STATE OF _____

COUNTY OF _____

My Commission Expires: _____

NOTARY SEAL ABOVE

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Notary Public

Printed Name

CONFLICT/Non-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.
- The undersigned Respondent has no potential conflict of interest due to any officer, director, employee who serves as an officer or employee of the City or one of its boards.

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 it during the past ten (10) 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.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

_____ being, first duly sworn, deposes and
says that he is
_____ of

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

Affiant

Sworn to and subscribed before me this _____ day of _____,
20____.

Notary Public

Printed Name

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

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

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with 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.

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

3. I understand that "affiliate" as defined in Section 287.133 (1)(a) , Florida Statutes, 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 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 an arm's length agreement, shall be a prima facie case that one 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 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, 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.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

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

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

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

NOTICE OF AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB21-24A ITB FIVE (5) INFRARED THERMOMETER SCANNERS

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated _____, 2021 and associated Information for Bidders.

You are hereby notified that your Firm Fixed Unit Price Bid in the amount of \$_____ and the total Firm Fixed Price of \$_____ has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance and Bonds, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20__.

[REMIANDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

CITY OF PANAMA CITY BEACH

Owner

By _____

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

This the _____ day of _____, 20__.

Name _____

Title _____

[END OF NOTICE OF AWARD]