

CITY OF PANAMA CITY BEACH



INVITATION TO BID

PCB22-04 ITB

SCADA SYSTEM INTEGRATION

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

September 20, 2021

INVITATION TO BID

PCB22-04 ITB SCADA SYSTEM INTEGRATION

The City of Panama City Beach hereby solicits sealed bids for providing integration services for the upgrade and conversion of the City's existing SCADA software to VTScada. This solicitation is for acquisition and integration of hardware and software licenses and includes one (1) year of maintenance and support.

Plans and specifications will be available on September 20, 2021 and can be obtained through DemandStar at www.DemandStar.com, the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by contacting the Purchasing Manager at (850) 233-5100 ext. 2332 or email: purchasing@pcbfl.gov.

Bids must be submitted upon the standard form contained in the bid documents.

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

All Bids will be received until **2:00 P.M. Central Time, October 15, 2021**, at **City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413** and will be opened and read publicly immediately thereafter. Paper Bids shall be submitted in an envelope clearly marked **PCB22-04 ITB SCADA System Integration**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one paper copy along with an electronic copy (CD or USB flash drive) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB22-04 ITB SCADA System Integration** 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.

A Bid Bond in the amount of 5% of the total amount of the Bid shall accompany the Bid. The City of Panama City Beach ("City") reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

The City shall award the contract to the lowest fully responsive and responsible bidder; provided, that the City Council 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 Council shall state the reasons upon which such award was made.

BIDDER qualifications are described in detail in Appendix A of the Specifications. Documentation describing BIDDER's qualifications shall be submitted on the provided Bidder Qualification Form.

There will not be a pre-bid conference for this project. Point of Contact for questions will be the Purchasing Manager, City of Panama City Beach; 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413. Email purchasing@pcbfl.gov, or Telephone (850)233-5100, extension 2332. Official questions must be submitted in writing no later than 4:00 P.M. on October 8th.

The City will allow visits to the WWTP for viewing of the existing system. Any visit must be coordinated with the Utilities Director Mark Shaeffer at mshaeffer@pcbfl.gov with a minimum 72-hour advance notice and all visits must be completed by October 7, 2021.

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

Advertisement Dates: **September 24 and October 1, 2021.**

Notice to Publisher – Please forward the original "Proof of Publication" and the invoice to:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

SECTION I**INFORMATION FOR BIDDERS**

BIDS will be received by City of Panama City Beach City Hall (herein called the "OWNER"), at 110 South Arnold Road, Panama City Beach, Florida 32413 until **2:00 p.m. Central Time, Friday, October 15, 2021**, then opened and read publicly promptly thereafter.

Each BID must be submitted in a sealed envelope addressed to City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413. Each sealed envelope containing a BID must be plainly marked on the outside as "**PCB21-29 ITB SCADA System Integration**" and the envelope should bear on the outside the BIDDER'S name, address and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER - City of Panama City Beach, at 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

Bid Documents may be downloaded online at www.demandstar.com or the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> or by contacting the Purchasing Manager at purchasing@pcbfl.gov starting on **September 20, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternately, one original and one copy along with an electronic copy (CD or USB flash drive) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB22-04 ITB SCADA System Integration** 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 BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. **Two original BID forms are required.**

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

1. Bid Form
2. Bidder's Qualification Form
3. Drug Free Workplace
4. E-Verify Form
5. Non-Collusion Affidavit
6. Public Entity Crime Statement
7. Conflict of Interest

Additional reference documents:

1. Sales Tax Exemption
2. Notice of Award
3. Agreement

Bidders submitting Electronic Bids must submit all the required documents with 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.

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the Bid. No allowance will be made to any Bidder because of a claimed lack of examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination.

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, Tina Kunst, 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.

All communications concerning this Bid shall be directed to the Purchasing Manager, Tina Kunst named in this solicitation. Contact with any other City official or City employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

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 company 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 company 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 employees of the City or of its agencies. 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 company or any of its branches or affiliate companies.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this Request for Bid agree that such response could also constitute a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period. If the Bidder feels it is in their best interest to do so, the awarded company desiring to offer this proposal and make an agreement thereof shall do so independently.

Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the ITB. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

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. Upon default by the successful Bidder to meet any terms of this agreement, the City Representative will notify the Bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City Representative notifying in writing the Bidder of its intentions and the effective date of the termination. The following shall constitute default: 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 becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-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, company 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 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. Vendors 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 Bidder shall comply with Florida's Public Records law. Specifically, the 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.

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.

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.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

BIDDER/RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available Online. 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: The term of the contract shall be a lump sum fee and includes a (1) year term of maintenance and support to begin when installation is complete. The maintenance and support (only) cost will have the option to renew two (2) additional one (1) year terms by mutual written agreement of the vendor and the City. The City will request a letter of intent to renew, signed by the vendor. In addition, the City and vendor have the option to exercise bid alternate 1 for labor rates (not included in the maintenance and support agreement) for a one (1) year term with two (2) additional one (1) year terms.

TERMINATION FOR CAUSE OR CONVENIENCE

1. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency;(6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating

the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

2. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

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SECTION III**1) GENERAL INFORMATION**

- a. The City is seeking a qualified system integrator to upgrade and convert the existing HMI systems from WonderWare to VTScada at the Wastewater Treatment Plant, McElvey Booster Station, SR79 Booster Station, and Wetlands Valve Station. There are currently five (5) separate applications that need to be modified: Wastewater Treatment Plant app, Lift Station app, McElvey Booster Station app, SR79 Booster Station app, and the Wetlands Valve Station app.
- b. At the VENDOR's expense, all equipment shall be tested and approved by the OWNER prior to placing the facilities into operation.
- c. Field tests shall be made to confirm compliance with the CONTRACT and to establish compliance with the technical provision. All necessary tests required to confirm normal and emergency operation shall be performed. The test shall be performed by the VENDOR as herein specified and at his cost.
- d. Bidder must provide a detailed terms and conditions for the maintenance/support plan which must include the annual updates to the software and the support to accompany it.
- e. Bidder must provide detailed terms and conditions to the labor rates in alternate bid #1.
- f. The City may choose to select the alternate bid #1 labor plan as defined in the bid proposal as a supplemental purchase solely in its discretion.

2) PROJECT DESCRIPTION

- a. LOCATIONS
 - i. Wastewater Treatment Plant No. 1, 206 North Gulf Boulevard, Panama City Beach, FL 32413 (Lift stations monitored at WWTP)
 - ii. McElvey Water Booster Station, 7120 McElvey Rd, Panama City, FL 32408
 - iii. SR79 Water Booster Station, 15001 School Dr, Panama City, FL 32413
 - iv. Wetlands Valve Station, 100 Conservation Drive, Panama City Beach, FL 32413
- b. SYSTEM: The current system is utilizing Allen Bradley PLC's with approximately 15,000 tags. The system currently has 10 client SCADA machines and 1 server.

3) SCOPE OF WORK: The vendor will be responsible for providing a turnkey project including but not limited to:

- a. **Purchase installation and configuration of two (2) computer systems:** The proposed computer systems must meet or exceed the recommended specifications published by VTScada. OS must be on separate drives from VTScada and historical data. All drives must be solid state. The proposed computer systems must be submitted to the City representative for approval prior to ordering.
 - i. Minimum Specifications
 1. i7-9700k CPU
 2. Windows 10 Pro
 3. 32 GB Ram
 4. Four (4) Solid State Drives
 - a. Two (2) SSDs in RAID 1 for the Operating System
 - b. Two (2) SSDs in RAID 1 for the VTScada applications.
 5. Two (2) Network Cards
 6. Dual Power Supplies
 - ii. Supply rack mounting brackets appropriate for the location of each system.
 1. One (1) system is to be installed in an existing two post rack.
 2. One (1) system is to be installed in an existing four post cabinet.
 - iii. Peripherals (Mouse, Keyboard, and Monitor) are not required.
- b. **Purchase and installation of all necessary software and licenses:** All software shall be purchased and licensed to the City of Panama City Beach, Florida.
 - i. (1) VTScada Dual Server Premium 25k tag bundle.
 - ii. (2) VTScada 25k Runtime Licenses.
 - iii. (1) VTScada 1k Runtime License.
 - iv. Any other licenses or software necessary for system functionality.
- c. **System Screen Development:**
 - i. The new VTScada screens will be setup to mirror the existing screens as much as reasonably possible to retain familiar "look and feel".
 - ii. All existing functionalities will be reproduced in the new applications.
 - iii. The new screens will be configured to automatically scale to the available window size, providing for different screen resolutions across the different workstations.
 - iv. The tag databases will be created to take advantage of the VTScada hierarchical tag structure, instead of simply reproducing the existing flat style tag databases.

- v. Where useful, custom tag types will be created or imported to increase standardization, and to maximize reusability of popup screens, graphical elements, etc.
- vi. Existing tags that have no purpose, and are essentially abandoned, will not be re-created in the new applications. Existing tags will only be re-created in the new applications when they are either displayed on a screen, or are used simply for other functions such as alarming, trending, etc.
- vii. Vendor must provide custom trending functionality that includes all the features currently present in the VTScada software with the addition of the ability to scale the trend window time axis (x-axis) to arbitrary values. Vendor must provide a live demo in of this feature with at least enough functionality to demonstrate the ability to scale the time axis to arbitrary values.
- viii. Vendor will consolidate existing functionality of the Wastewater treatment, Lift Station, McElvey Booster Station, and SR79 Booster Station applications into a single new unified application.
- ix. Modify the map screens that are currently part of the lift station application to use Slippy Maps, GPS coordinates for each station will be provided by the City.
- x. Add a layer to the lift station map screen that also shows the sewer piping in the entire city, the reference piping map will be provided by the City.
- xi. Add a layer to the remote water pressure map screen that also shows the potable water main piping, the reference piping map will be provided by the city.
- xii. Add a layer to the remote water pressure map screen that also shows the reclaim water main piping, the reference piping map will be provided by the city.
- xiii. Create standalone application for the Wetlands Valve Station that mirrors the current functionality of the Wetlands Valve Station application as reasonably as possible, setup and standards are to be consistent with the new Wastewater application.

d. Complete System Integration:

- i. Installation will occur on the existing Wonderware workstations and new server hardware. The existing Wonderware software will remain running in parallel with the new VTScada application during the conversion to ensure that operation of the plant is not interrupted.
- ii. Installation of the latest release of VTScada, and any required configuration changes to support the new applications (automatic

startup, required naming, etc.), install and activate new VTScada licenses.

- iii. Coordination with the city staff to configure remote access to the SCADA system.
- iv. Configuration of the application such that during a network outage between facilities, the workstations at each facility will remain functional. After any network outage is restored, the historians at each site will automatically resynchronize.
- v. Setup thin-clients and any necessary shortcuts on all client computers.
- vi. Setup user accounts.
- vii. Test and troubleshoot any issues discovered during the deployment.

e. **Report Development:** Reports shall conform to the following requirements:

- i. The new reports package will be Excel based and will use an ODBC connection to the VTScada integrated historian for report data. No separate report database will be necessary, and Crystal Reports will no longer be used.
- ii. All currently used reports will be equivalently replicated as Excel reports. Because of this change, the "look and feel" of the reports may change slightly, but the functional requirements of the old and new reports must be equivalent.
- iii. Reports may be manually requested, or automatically run on a pre-determined schedule. Automatically run reports may be either printed or saved to a shared folder on one of the servers.
- iv. Provide the following heading information on each page:
 - Report title.
 - Current date and time.
 - Plant name.
 - Page numbers.
- v. Data for a point or calculation presented in a columnar fashion, top to bottom.
- vi. Summary statistics are printed at the bottom of each column as is appropriate.
- vii. Perform calculations and print the results. Typically, these calculations will consist of additions, subtractions, average, minimum and maximum. Flag calculations which include no data or bad data.
- viii. Use the appropriate engineering units of the point or calculation being reported. Report as blanks, spaces, or asterisks, manual points for which no data was entered. Report with asterisks real-time points and calculations which are bad data.

- ix. Do not use bad values in the computation of averages, maximums, minimums and totals. Compute the total, whenever appropriate, from the average.

Provide the following new reports:

Daily Summary

- i. Summarizes selected new operations data for the previous operating day. Include on schedule to automatically print and save as PDF at 8:00 a.m.
- ii. Provide the ability to rerun the report at any time for any day.
- iii. Print the data in a format similar to that used for the existing Daily Sample Results Report.
- iv. Coordinate specific data to be presented on reports with Plant staff.

Monthly Summary Report

- i. Summarizes selected new operations data for the previous operating month. Include on schedule to print and save as PDF at 8:00 a.m. on the first day of each month.
- ii. Provide the ability to rerun the report at any time for any month.
- iii. Print the data in a format similar to existing reports and as approved by the owner.
- iv. Coordinate specific data to be presented on reports with Plant staff.

Equipment Runtime Report

- i. Summarize run time-to-date totals for equipment (manually resettable).
- ii. Print the report automatically at the end of each week or on demand.
- iii. Include runtime data for new equipment whose run status is monitored.
- iv. Synchronize initial run time values with field ETMs where applicable.

- f. **Alarms/Events** - Provide a loss of communication alarm for the following events:

For all analog inputs:

- i. Provide out of range alarms if the input signal goes outside the instrument's range
- ii. If an analog input signal is less than 4.0 ma or greater than 20.0 ma (or alternative full-scale range), treat as a critical alarm and add the point to a failed sensor summary which contains the most recent 200 failed sensors.
- iii. Provide individually adjustable emergency high and low alarms when the value goes outside the allowable process range.

- iv. Provide individually adjustable high and low alarms when the value goes outside the normal process operating range.
- v. Provide individually adjustable alarms to indicate when a process variable changes value at an abnormal rate.
- vi. Provide a dead-band on all alarm settings.
- vii. Issue Return-to Normal alarms whenever the signal returns within limits upon Operator resets the alarm.
- viii. Record an event for any operator adjusted value
- ix. For all discrete inputs:
 - i. Indicate but do not alarm when a discrete signal changes, as expected, as a result of a control command
 - ii. Alarm when a discrete signal fails to change within a preset time, adjustable on an individual point basis after a control command.
 - iii. Set a software fault for the controlled device that can only be reset by operator action.
 - iv. For all local control switch position feedback discrete inputs.
 - v. Issue an advisory alarm to the operator whenever a position change is detected

g. Historical and Archive Setup:

- i. Configure historian database to retain all tags currently historized in the existing WonderWare Historian database.
- ii. Create Historical Trends pen groups, time groups, and chart groups for each new process as appropriate.
- iii. Provide a minimum of 16 historical trend chart groups. Trend data residing in the on-line historical data files. Provide the following additional operator entries:
 - 24-hour or 7-day data file selection.
 - Start time and start date as applicable.
 - End time and end date as applicable.

h. Training:

- i. Coordinate and perform training with the City Operations staff on the new VTScada system.
 1. Provide three (3) separate sessions, minimum of one (2) hour each. Topics must include but are not limited to:
 - a. Screen navigation
 - b. Creating and modifying trends
 - c. Running reports
 - d. Alarm manipulation
 - e. Using the user specific features in VTScada such as sticky notes etc.

- f. Explanation of any other behavior that differs functionally from the existing WonderWare application.
2. Provide two (2) sessions of eight (8) hours each of advanced training to the City's Instrumentation & Controls staff that covers at least the following topics:
 - a. Screen design and modification
 - b. Report design and modification
 - c. Tag creation and modification
 - d. System backup and recovery
 - e. Alarm creation and modification
 - f. Database maintenance
 - g. System Configuration
 - h. Remote access configuration

4) IMPLEMENTATION SCHEDULE

A. General Requirements:

1. Successfully execute the step-by-step procedure of start-up and performance demonstration specified hereinafter.
 2. The start-up and performance demonstration shall be successfully executed prior to acceptance by the OWNER of the project and its related systems.
 3. All performance tests shall be scheduled at least 7 working days in advance or as otherwise specified with the OWNER. All performance tests and inspections shall be conducted during the normal work week of Monday through Friday, unless otherwise specified.
 4. The VENDOR shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER takes over the operation thereof.
- B. Pre-System Integration Meeting: 10 calendar days to schedule a project meeting after the issuance of a Notice to proceed.
- C. Project Start date: 21 calendar days to start the project after the issuance of a Notice to proceed.
- D. System Integration Completion: 15 business days to complete integration after the Integration Meeting.
- E. Training completion: Initial introductory training session shall occur at end of Integration Completion. The remaining two training sessions shall occur within four months of System Integration.

1) FIELD TESTS

- A. Field tests shall be made to confirm compliance with the CONTRACT and to establish compliance with the technical provision. All necessary tests required

to confirm normal and emergency operation shall be performed. The test shall be performed by the VENDOR as herein specified and at his cost.

- B. Any defects noted in the field-testing program shall be corrected immediately at the VENDOR's cost.

SECTION IV

REQUIRED DOCUMENTS

BID FORM

Page 1 of 2

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____

(Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **PCB22-04 ITB SCADA SYSTEM INTEGRATION**, as detailed in this solicitation.

Basis of Award: The contract(s) will be awarded to the lowest responsive and responsible Bidder.

BASE BID

BIDDER agrees to Furnish all labor, equipment, software licenses, materials, training, travel expenses, annual license and software, maintenance and support to provide a turn-key system integration to VTScada for the City of Panama City Beach, as described in the CONTRACT DOCUMENTS for the following lump sum price:

SCADA System and Integrations \$ _____

Maintenance and Support (1-year) \$ _____

**Includes license renewals and annual updates with 24 hours of integration support with each update.*

TOTAL BID \$ _____

ALTERNATE BID # 1- Additional Costs - Labor Rates for On-call assistance not covered in the annual maintenance and support (license renewal and updates).

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>On-site/Hour</u>	<u>Remote/Hour</u>	<u>Emergency/Hour</u>
-----------------	--------------------	---------------------	--------------------	-----------------------

4	Programmer	\$ _____	\$ _____	\$ _____
5	Technician	\$ _____	\$ _____	\$ _____
6	Engineer	\$ _____	\$ _____	\$ _____

Additional Costs labor rates above will not be used for determination of the base bid nor for the additive alternate.

SERVICE RESPONSE TIME - Response time is a critical component of this bid. As part of the submission of the BID, The BIDDER agrees to meet the following response times for completion time for services, as applicable to this Solicitation. Hours requested for on-call services will be billed at the rates above.

Response Time:

- a. **On-Site for Service** – Standard contract hours: **72 hours** after receipt of request from the City for service.
- b. **Remote Service** – Standard contract hours: A response from the Vendor that includes acknowledgement of the Remote Service Call shall be provided within **2 hours** after receipt of request from the City for service. Resolution of the Remote Service Call item is expected within **72 hours**.
- c. **Emergency/After-hours/Holiday Service** – **24 hours** after receipt of request from the City for service. This could be either Remote or On-site depending on nature of emergency.

Specify terms of any deposit requirement:

NOTE:

1. BIDS shall NOT include State of Florida and Bay County sales tax but shall include all other applicable taxes and fees.
2. BIDS shall be based on a lump sum price and shall be the total compensation to be paid by OWNER for the complete WORK.

3. The OWNER reserves the right to reject any and all bids received.
4. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive. Likewise, failure to complete the Bidder Qualification Form may be considered grounds for the Owner to deem the BID non-responsive.**

Submitted By: _____
Name of Firm/Contractor/Company Submitting This Bid

Bid Prepared By: _____
Name of Authorized Individual Who Prepared This Bid (printed)

Address: _____

Phone: _____

Signature of Authorized Representative of Company

Date

SEAL: *(If Bid is by Corporation)*

BIDDERS QUALIFICATION FORM

CITY OF PANAMA CITY BEACH, FLORIDA
SCADA INTEGRATION WITH ANNUAL SYSTEM MAINTENANCE

Bidder's (BUSINESS) Name:		Print name of Bidder's Authorized Agent responding to solicitation:	
Bidder's Mailing Address:		Bidder's Physical Address:	
Bidder's Contact Numbers			
Phone: ()			
Fax: ()			
DUNS Number:	Federal ID Number (If SSN leave blank):		
1) Provide contact information for receiving and responding to ALL correspondence relating to this solicitation: Name: Mailing Address: Phone () Email address:		2) Provide the following contact information for the Authorized Agent? Mailing Address: Phone () Fax ()	
Physical Address of Prime Bidder's Office Location Providing Service:			

1. CERTIFICATIONS

a) Bidder confirms that System Integrator is Advanced Certified on VTScada's website.

Yes No

Certification Holder Name:

Certification Holder's Company Position:

b) Bidder confirms that the System Integrator has experience integrating VTScada with ControlLogix Controllers.

Yes No

Experience (Years):

3. KEY PERSONNEL

Bidder confirms that key personnel are located within 400 miles of the City of Panama City Beach, FL.

Yes No

Location/Address: _____

4. EXPERIENCE AND REFERENCES

Bidder shall complete the following to demonstrate meeting the minimum qualification requirements as stated the in the APPENDIX A - MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS.

The Bidder (Firm/Company) shall demonstrate a minimum of FIVE (5) IMMEDIATE PAST YEARS of SYSTEMS INTEGRATION WORK similar in scope and size and:

- At least two (2) projects shall DEMONSTRATE PROJECTS SHOWING EXPERIENCE WORKING ON A LIVE SYSTEM AT AN OPERATIONAL WATER OR WASTEWATER PLANT.

The Bidder shall demonstrate a project with the earliest completion date in 2015 and the latest completion date in 2021. A minimum of FIVE (5) references must be provided.

Documentation shall include: 1) Contract #; 2) Description of Contract; 3) Contract Dates (from and to); 4) Owner or Company Name and Contact Person; 5) Email Address; and 6) Telephone and Fax Number

Project or Contract # / Description / Date of Completion	Owner or Company Name / Contact Person	Email address*	Telephone
<p>Description of Project:</p> <p>Did this project involve programming Allen Bradley & ControlLogix Controllers? Yes <input type="checkbox"/> <input type="checkbox"/> No</p> <p>Was this work completed on a live system at an operational plant? Yes <input type="checkbox"/> <input type="checkbox"/> No</p> <p>Date of Completion: _____</p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		
<p>Description of Project:</p> <p>Did this project involve programming Allen Bradley & ControlLogix Controllers? Yes <input type="checkbox"/> <input type="checkbox"/> No</p> <p>Was this work completed on a live system at an operational plant? Yes <input type="checkbox"/> <input type="checkbox"/> No</p> <p>Date of Completion: _____</p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		

<p>Description of Project:</p> <p>Did this project involve programming Allen Bradley & ControlLogix Controllers? Yes <input type="checkbox"/> <input type="checkbox"/> No</p> <p>Was this work completed on a live system at an operational plant? Yes <input type="checkbox"/> <input type="checkbox"/> No</p> <p>Date of Completion: _____</p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		

<p>Description of Project:</p> <p>Did this project involve programming Allen Bradley & ControlLogix Controllers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Was this work completed on a live system at an operational plant? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Date of Completion: _____</p>	<p>Owner/Company Name:</p> <p>Contact Person</p>		
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*** Bidder shall state an EMAIL ADDRESS.**

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 company 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 NEWLY HIRED EMPLOYEES.

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

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

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

STATE OF _____

COUNTY OF _____

My Commission Expires: _____

NOTARY SEAL ABOVE

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Notary Public

Printed Name

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]

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.

LITIGATION STATEMENT

Check One:

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

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.

SALES TAX EXEMPTION

1. Bidder and City entered into a contract dated _____, (the "Contract") for the performance of the WORK described therein, to which an executed copy of this Sales Tax Exemption Addendum ("Addendum") shall be attached thereto and incorporated therein.
2. Bidder and City desire to enter into an arrangement whereby certain purchases under the Contract can be made through the City as a means of taking advantage of the City's status of being exempt from sales and use taxes.
3. The City is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of equipment necessary for the performance of work under construction contracts, provided the City determines it is to its best interest to do so, and provided the purchase of such equipment are handled in the manner hereinafter described.
4. The City has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for or equipment to be used in the construction of this project and notifies the Bidder of its intent to do so.

TERMS AND CONDITIONS

1. The parties intend by this Addendum to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Addendum shall be resolved in favor of meeting the elements necessary to make tax exempt the purchases contemplated by this Addendum.
2. The City shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any equipment included in the 's bid for the Contract. shall, from time to time submit, update and keep current, for consideration by the City, a list of all equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish equipment with an aggregate purchase value of less than \$10,000 need not be listed. 's initial list is attached hereto and incorporated herein. The City reserves the right to delete or add items from this Addendum when it is in the City's best interest.
3. The City will be liable for the payment of all purchases properly made hereunder.
4. Bidder shall notify all suppliers or vendors not to make sales to the Bidder under this Addendum.
5. For each purchase approved by the City to be made under this Addendum, the Bidder shall furnish the City in writing information sufficient for the City to issue to the supplier its City purchase order for the requested equipment which shall include as

an attachment the City's Certificate of Exemption. Suppliers and vendors will render statements for equipment purchased to the City in care of the Bidder. After receiving and inspecting the equipment when they arrive at the job site, verifying that all necessary documentation accompanies the delivery and conforms with the purchase order, Bidder will forward the invoices to the City's duly authorized representative for approval, processing and delivery to the City for payment. The City will process the invoices and issue payment directly to the supplier or vendor. Bidder will keep and furnish to the City all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of equipment handled under this Addendum, as the City may reasonably require.

6. The Contract provides that Bidder will perform the work under the Contract for the Contract Price in the amount of \$[REDACTED], as may be amended from time to time as provided in the Contract. Said amount, as amended, due Bidder under the Contract shall be reduced by the sum of all amounts paid by the City for equipment purchased under this Addendum, including any shipping, handling, insurance or other, similar charges paid by the City, and all of the savings of sales and use tax on the purchase of such items.
7. The Bidder shall submit his proposal for base bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
8. Bidder shall immediately notify all sub-Bidders and equipment suppliers of the City's intent to reduce the equipment cost of the Project by the purchase of equipment in the manner herein described and the Bidder shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the Bidder with this Addendum shall be considered to be included in the Total Lump Sum Bid amount for the Work. No addition shall be added to the Contract Price because of the service provided by the Bidder in the purchase of equipment by the City.
10. All sales and use tax savings on the purchase of equipment shall be credited to the City and the amount of the Contract Price shall be reduced by the full amount of savings which result from the omission of payment of sales and use tax.
11. By virtue of its payment of equipment invoices, the City further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the Bidder as an incentive for the Bidder to process invoices well within the discount period. The Bidder shall pay any late penalties caused by its failure to facilitate the processing of invoices within the allotted time.
12. The Bidder, notwithstanding the terms and conditions of this Addendum, shall select, describe, obtain approvals, submit samples, coordinate, process, prepare shop

drawings, pursue, receive, inspect, store, protect and guarantee the same as would have been the case if the tax saving procedures were not implemented.

13. The Bidder as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all equipment purchased on behalf of the City pursuant to this Addendum. Further, the Bidder shall be responsible for the cost of replacing or repairing any equipment or equipment, lost, stolen, damaged or destroyed while in the Bidder's possession or control as bailee, as well as processing all warranty claims for defective equipment to the same extent as if such equipment had been Bidder-supplied or purchased in the name of the Bidder.
14. Bidder shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Addendum. Such records shall be open to the City or its authorized agent during normal business hours of Bidder.
15. The City will take both legal and equitable title to the equipment received from the vendor when delivery is made by the vendor at the Project site. Without waiving or releasing Bidder from its obligations under paragraph 13 above, as equitable and legal owner of the equipment purchased under this Addendum, the City shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, unless already provided for under the terms of the Contract Documents, Bidder shall cause the City to be insured or named as an additional insured as its interest may appear against any loss or damage to such equipment to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to City and Bidder shall provide City certificates thereof requiring each insurer to provide the City ten (10) days written notice in advance of cancellation or modification of coverage. Pursuant to the terms of the Contract Documents, the City will reimburse the Bidder for any additional premium amounts paid solely for such insurances against loss or damage.
16. Bidder shall be fully responsible for all matters relating to the procurement of equipment covered by this Addendum, including but not limited to, overseeing that the correct equipment and the correct amounts are received timely with appropriate warranties; for inspecting and receiving the equipment; and for unloading, handling and storing the equipment until installed. Bidder shall inspect the equipment when they arrive at the Project site, verify that all necessary documentation accompanies the delivery and conforms with the City's purchase order, and forward the invoice to the City for payment if the equipment is conforming and acceptable. Bidder shall manage and enforce the warranties on all equipment covered by this Addendum. Bidder shall be responsible to the City for its failure to fully and timely perform its obligations under this paragraph, and this Addendum generally.
17. When title to the equipment covered by this Addendum passes to the City prior to being incorporated into the Work, the Bidder's possession of the equipment is a bailment until such time as each of such equipment is returned to the City by being incorporated into the Work.

18. The City shall not be liable for delays in the Work caused by delays in delivery of or defects in the equipment covered by this Addendum, nor shall such delays or defects excuse Bidder in whole or in part from its obligation to timely perform the Contract.
19. In the event Bidder objects to the payment of any invoice for equipment covered by this Addendum, Bidder shall at no additional cost to the City, provide all assistance, records and testimony necessary or convenient for the City to resolve the supplier's claim for payment.
20. This Addendum and the authority granted to Bidder hereunder may be revoked by the City at any time upon verbal or written notice to Bidder at its offices located at _____, during normal business hours.

NOTICE TO AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB22-04 ITB SCADA SYSTEM INTEGRATION

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

You are hereby notified that your Bid in the lump sum price of \$ _____ which includes annual license renewal and updates for one (1) year has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you (Certificates of Insurance) 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 and furnish the required CONTRACTOR'S Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement, together with the required Certificates of Insurance, 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. The City will be entitled to all other rights and remedies as may be available to it at law.

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

Dated this ___ day of _____ 2021.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Dated this _____ day of _____, 20__.

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]

SCADA SYSTEM INTEGRATION

AGREEMENT

THIS SCADA SYSTEM INTEGRATIONS AND _____ AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide SCADA SYSTEM INTEGRATION and ONE(1) MAINTNENANCE AND SUPPORT renewal for the City of Panama City Beach, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and equipment and installation rendered by Vendor of its duties and obligations hereunder, City shall pay Contractor according to the lump sum cost of \$_____ submitted on PCB22-04 ITB SCADA System Integration bid form. This lump sum cost includes one (1) year of maintenance and support. The City and the Vendor will have the option to renew two (2) one (1) year renewals for maintenance and support if agreed upon by both parties. The City shall pay to the Vendor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra (Bid alternate #1) and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by building to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, the term of this Agreement shall take effect on the executed date of award for the lump sum fee which includes one year of maintenance and support. The City and vendor have option to renew the maintenance and support for two (2) one (1) year additional terms. An alternative bid for labor (is) (is not) awarded for a one (1) year term with an option to renew for two (2) one (1) year renewals at the hourly rate in the amounts stated in the bid form (alternate bid #1). The City will request a letter of intent to renew, signed by the vendor. And can be further extended by the City as desired with approval of the City Manager.

TERMINATION OF CONTRACT

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
- B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property.

Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

A copy of the warranty shall be submitted with the bid. Indicate in offer if warranties commence with the purchase date, delivery date or the date of manufacturer. Include any information on a delayed warranty procedure to cover the interval between time of delivery of the complete solution and the actual date that the product is placed in service by the City.

7. INSURANCE AND INDEMNIFICATION

- A. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - 1) Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.

- 2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate.
 - 3) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
 - 4) Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
 - C. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
 - D. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
 - E. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
 - F. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

- G. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- H. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

8. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

9. TIME

Time is of the essence in this Agreement.

10. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

11. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

12. ASSIGNMENT

This Agreement is not assignable

13. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

15. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

B. As to Contractor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

17. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____ By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA CITY
BEACH, FLORIDA,**

a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager