RESOLUTION NO. 2022 - 60

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-45 AND TO ISSUE PURCHASE ORDER FOR PURCHASE TWO (2) WHOLE BODY SECURITY SCANNING SYSTEMS.

RECITALS

WHEREAS, on October 21, 2021, the Board approved a Subrecipient Subaward Funding Agreement between the County and the St. Johns County Sheriff's Office under the American Rescue Plan Act (ARPA) Program, and under this Agreement, the County has agreed to procure items for SJSO under the ARPA Program, as approved by the County's ARPA Program consultant; and

WHEREAS, the awarded firm shall provide all labor, equipment, materials, and transportation necessary to furnish and install two (2) fully operational whole-body security scanning systems at the SJSO Work Release Center Building and in the Booking Area, located at 3955 Lewis Speedway, St. Augustine, FL 32084, in accordance with Bid No: 22-45; and

WHEREAS, through the County's formal Bid process, TEK-84, Inc. was the lowest, responsive, responsible bidder to provide the required items in accordance with Bid No: 22-45 referenced above; and;

WHEREAS, the purchase will be funded through the American Rescue Plan Act; and

WHEREAS, the County finds that making this purchase serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

- Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.
- Section 2. The County Administrator, or designee, is hereby authorized to award Bid 22-45 to TEK-84, Inc., the responsive, responsible bidder to provide whole body security scanning systems set forth therein.
- Section 3. The County Administrator, or designee, is further authorized to execute and issue a purchase order to TEK-84 for the award amount, provide the whole body security scanning systems as specifically provided in Bid 22-45.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this of March , 2022.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

ATTEST: Brandon J. Patty,

Clerk of the Circuit Court & Comptroller

Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 25, 2022

RE: Bid No: 22-45; Purchase of Tow (2) Whole Body Security Scanning Systems

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to TEK-84, Inc. as the responsive, responsible bidder for Bid No: 22-45; Purchase of Two (2) Whole Body Security Scanning Systems. This notice will remain posted on the St. Johns County Purchasing Department bulletin board until 10:30 AM, Friday, January 28, 2022.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award and execute a contract.

Please forward all correspondence, requests or inquiries directly to Leigh Daniels, CCPB, Purchasing Manager, at <a href="mailto:leigh-lei

Sincerely,

St. Johns County, FL

Board of County Commissioners

County Representative Signature

Leigh A. Daniels, CPPB Purchasing Manager

(904) 209-0154 – Direct

(904) 209-0150 – Main

ldaniels@sjcfl.us

www.sicfl.us



ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO:

Captain Stephen Colson, St. Johns County Sheriff's Office

FROM:

Leigh A. Daniels, CPPB, Purchasing Manager

SUBJECT:

Bid No. 22-45; Purchase of Two (2) Whole Body Security Scanning Systems

DATE:

January 19, 2022

Attached are copies of the bid proposals received for the above mentioned bid along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

1/201201
Department Head Approval Solom 3259
Date 1/25/22
Budget Amount County
Home Rican Header Phan och, Colombia
Account Funding Title HKYH II 141 gather - Education - Education - AM 25
Budget Amount 1000000000000000000000000000000000000
Award to TEK-84. Inc.
Amond Amount to 2008 (CD) 200

ST. JOHNS COUNTY BID TABULATION

	PURCHASE OF TWO SCANNING SYSTEM 22-45 January 19, 2022 FROM 01/19/22 4:00 PM		UNIIL 01/24/22 4:00 PM	ANY DIDDER AFFECTED ADVERSELY BY AN DECISION WITH RESPECT TO THE AWARD OF AN ARCHAEL ST. JOHNS COUNTY, A WRITTEN NOTICE OF FILE A PROTEST NOT LATER THAN SEVENT HOURS (EXCLUDING SATURDAY, SUNDAY AND HOLIDAYS) AFTER THE POSTING OF THE BUTCHASING DEPARTMENT.	OF ANY BID, RTMENT FOR F INTENT TY-TWO (72) IND LEGAL ID TABULATION	OPENED BY TABULATED BY VERIFIED BY	LEIGH DANIELS JOANIE CHIARELING LEIGH DANIELS PAGE (S) 1 of 1
BIDDERS	TOTAL BID PRICE						
TEK-84, Inc.	\$298,000.00		•			·	
ADANI Systems, Inc	\$251,396.00	Non-Responsive					
VMI Systems Corp	\$229,500.00	Non-Responsive		25			
		-				-	
				·			

OFFICIAL COUNTY BID FORM ST. JOHNS COUNTY, FLORIDA

		,		
TO:	THE BOARD OF COUNT	Y COMMISSIONERS OF ST. JOHNS COU	NTY, FLORIDA	
[DATE SUBMITTED: <u>Jan</u>	wary 15, 2022		
·		BID PROPOSAL OF		
TEK-84, Inc.				
Full Legal Comp	any Name			
13495 Gregg Street, I	Poway, CA 92064	858-676-5382	858-676-5385	
Mailing Address	S	Telephone Number	Fax Num	ber
Systems, the L	indersigned proposes	ed for Bid No: 22-45 Purchase of Two to furnish all materials, labor and e e following Bid Proposal summarized a	equipment, delivery and all	
	PURCHASE OF TV	WO (2) WHOLE BODY SECURITY SCANN	IING SYSTEMS	ĵ.
TOTAL BID PRIC	CE \$ 298,00	0 (see attachment for configuration)		
	Amount Written	in Numerals		
<u></u> .		' Two Hundred Ninety-Eight The	ousand Dollars and 00	100
		Amount Written in Words		
DELIVEDY DATE	E Fohruary 2 2022			

The Total Bid Price shall be the total price for Two (2) each Whole Body Security Scanning Systems.

Note: All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1	Date Received:	1-10-22
No.:	Date Received:	
No.:	Date Received:	

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

BID NO: 22-45

CORPORATE/COMPANY

Full Legal Company Name: TEK-84, Inc.

Signature of Authorized Representative

<u>Dennis Wolfe Southeast Sales Mgr.</u> (Name & Title typed or printed)

Address: 13495 Gregg Street, Poway, CA 92064

Telephone No.: (858)-676-5382

Fax No.: <u>(858)-676-5385</u>

Email Address for Authorized Company Representative: dennis.wolfe@tek84.cvom

Federal I.D. Tax Number: 27-0910092

DUNS #: 832820232

(If applicable)

INDIVIDUAL

Name: MM

Dennis Wolfe

SE Sales Mgr.

(Name typed or printed)

(Title)

Address: 13495 Gregg Street, Poway, CA 92064

Telephone No.: (858)-676-5382

Fax No.: (858)676-5385 Email Address: dennis.wolfe@tek84.com

Federal I.D. Tax Number: 27-0910092

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

STATE OF: Florida

COUNTY OF: We water

sworn, deposes and says he is

ATTACHMENT "A" ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

Before me, the Undersigned authority, personally appeared Dennis Wolfe

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

Southeastern Sales Manager

TEK-84, Inc. Bidder submitting the attached proposal for the services covered by the
bid documents for Bid No: 22-45 Purchase of Two (2) Whole Body Security Scanning Systems, in St. Johns County,
Florida.
The affiant further states that no more than one proposal for the above-referenced project will be submitted
from the individual, his firm or corporation under the same or different name, and that such Bidder has no
financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor
corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor
otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the
above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in
public contract lettings in the State of Florida or any other state.
public contract lettings in the State of Florida of any other state.
DATED this day of January, 2022.
11/1/1/1/1/
Signature of Affiant
·
Dennis Wolfe
Printed Name & Title of Affiant
TEK-84, Inc.
Full Legal Name of Consultant/Vendor
,
Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,
this 17 day of Tanuary, 2022 by PPANS WOLFE who is personally
known to me or has produced Georgia Privaluuse as identification.
1// My to Zel
MORGAN BERNARD Notary Public
A Commission # III 04004
Expires July 8, 2024
Bonded Thru Troy Fain Insurance 800-365-7019
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

who

(Title) of the firm of

being

BID NO.: 22-45

ATTACHMENT "B" CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 22-45 Purchase of Two (2) Whole Body Security Scanning **Systems**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of Interest as described herein may result in Immediate disqualification from evaluation or immediate termination from work for the County.

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to

The undersigned Respondent, by attachment to this form, submits information which may be a

any other clients, contracts, or property interests for completing work on the above referenced project.

Please check the appropriate statement:

XX

		due to other clients, contracts	submits information which may be a or property interests for completing wo
Legal N	ame of Respondent:	Dennis Wolfe	
Author	ized Representative(s):	Signature Signature	<u>Dennis Wolfe-SE Sales Mgr.</u> Print Name/Title

BID NO: 22-45

ATTACHMENT "C" DRUG-FRFF WORKPLACE FORM

Th	e undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that
	TEK-84, Incdoes:
	Name of Firm
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4.	In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or noio contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6.	Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effor to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.
	s the person authorized to sign this statement, I certify that this firm complies fully with the above equirements.
_	Signature
_	January 15, 2022
	Date

ATTACHMENT "D" -E-VERIFY AFFIDAVIT

STATE OF Florida	
COUNTY OF Manate	•
1, Dennis Wolfe_(hereinafter "Affiant"), being duly author	rized by and on behalf of
TEK-84, Inc. <u>(hereinafter "Consultant/Vendor")</u> hereby	swears or affirms as follows:
	orized by Illegal Immigration Reform and Immigrant system provided by the United States Department of ronically confirm the employment eligibility of their
require any subcontractors performing work or prov	
3. \Consultant/Vendor shall comply with all applicable print in all subcontracts the obligation to comply with section	· · · · · · · · · · · · · · · · · · ·
Agreement are legally authorized to work in the Unit of the Agreement for which St. Johns County may imm without penalty. The Consultant/Vendor further u	yees and subcontractors performing work under the red States and the State of Florida constitute a breach nediately terminate the Agreement without notice and understands and agrees that in the event of such St. Johns County for any costs incurred by the St. Johns
ACINOGO	
Signature of Affiant	
Dennis Wolfe-SE Sales Mgr.	· • · · · · · · · · · · · · · · · · · ·
Printed Name & Title of Affiant	
TEK-84, Inc.	
Full Legal Name of Consultant/Vendor	•
Sworn to (or affirmed) and subscribed before me by methis 17 day of the following of the fo	ans of physical presence or online notarization, Notary Public My Commission Expires:

BID NO.: 22-45

ATTACHMENT "E"

BYRD ANTI-LOBBYING AMENDMENT AND CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned certifies, to the best of his/her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, or making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The awarded firm(s) certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the awarded firm(s) understand and agree that the provisions of 31 U.S.C. § 3802 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Representative of Bidder

Dennis Wolfe-SE Sales Mgr.

Printed Name & Title of Representative
January 15, 2022

Date

ATTACHMENT "F"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- 2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- 3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity, with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- 4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Bid, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Additionized Frincipal(s).		
NAME (print): <u>Dennis Wolfe</u>		; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;
SIGNATURE: Allelfe		
TITLE: Southeastern Sales Manager		
NAME OF FIRM: <u>TEK-84, Inc.</u>	· · · · · ·	
DATE: January 15, 2022	`	

ATTACHMENT "G" EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary
 - of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s).		
NAME (print): Dennis Wolfe		
SIGNATURE: MWChe		
TITLE: Southeastern Sales Manager		•
NAME OF FIRM:		
DATE:	ſ	

BID NO.: 22-45

<u>ATTACHMENT "H"</u> CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

x) Make	Southeastern Sales Manager
Signature of Contractor	Title
	January 15, 2022
	Date

ATTACHMENT "!" NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from this solicitation shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if our firm, partnership, or corporation is awarded, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any submitted bid proposal, or in return for award, or for performance or provision of services for which bid proposals are herein sought.

Handwritten Signature of Authorized Principal(s):	e e e e e e e e e e e e e e e e e e e	
NAME (print): Dennis Wolfe	1,	
SIGNATURE: Melle		
TITLE: Southeastern Sales Manager		
DATE: January 15, 2022		
NAME OF FIRM/PARTNERSHIP/CORPORATION:		
TEK-84, Inc.		
13495 Gregg Street		_
Poway, CA 92064		

SPECIFICATIONS

BID NO: 22-45 PURCHASE OF TWO (2) WHOLE BODY SECURITY SCANNING SYSTEMS

SPECIFICATIONS:

It is the intent of the County to purchase Two (2) Whole Body Security Scanning Systems specified below:

<u>Item</u>

PART #:

SSD-017-1101**

EQUIPMENT:

Tek84 Intercept Whole Body Security Scanning System

- High Strength Aluminum Unibody Frame-COMPLY
- 160Kv Monoblock Oil Cooled Generator-COMPLY
- Ultra-compact 34" X 72" footprint-COMPLY
- <4 Second Scan Time-COMPLY
- Vertical beam scanning-COMPLY
- Thermal camera/scanner to detect fevers-COMPLY
- Photo ID tied to scan-COMPLY
- Variable Scanning Dosage from .25uSv to 2.0uSv-COMPLY
- Adheres to ANSI/HPS N4.3-17-2009 Regulations-COMPLY
- Mobile Workstation-COMPLY
- 27" Mounted Touch Screen Monitor-COMPLY
- Windows Operating System-COMPLY
- One Million Image Storage Capacity-COMPLY
- Transportable on Built in Heavy Duty Caster System-COMPLY
- 16 Million Grey Scale Levels-COMPLY
- 110v/15 A-COMPLY

WARRANTY:

2-year parts and labor on Entire Systems from time of Installation-COMPLY

Must detect both metallic and nonmetallic threats, including weapons, drugs, cell phones and other contraband. Screen from below the feet to above the head revealing items under the clothing and within thebody-COMPLY

Installation and calibration included-COMPLY

3-Day on Site initial operator training to include ANSI/HPS N43.17-2009 Section 8.1.5 Administrator, SuperUser, Standard User Training programs-COMPLY

½ Day Installation per unit for Integration of both Scanners to share information with centralized server, server provided. Data drops done by customer-COMPLY

Assist with removing exiting SecurPass and relocate the new scanner in

booking area -COMPLY

Freight included in bid price -COMPLY

Allolfe

**NOTE: Part numbers are provided for specification purposes only; equivalents may be submitted asprovided in the bid documents.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

January 10, 2022

To:

Prospective Respondents

Subject:

Bid No. 22-45; Purchase of Two (2) Whole Body Security Scanning Systems

This Addendum #1 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and return an original and two copies of this signed Addendum with the submitted proposal as provided in the Bid Documents.

Questions and Answers:

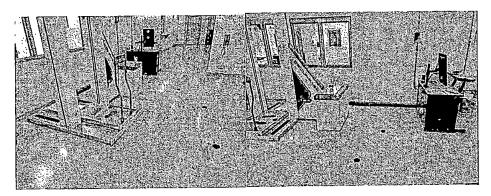
1. ADANI Systems, Inc. proposes to respond to the above referenced bud with our Industry Leading CLEARPASS Full Body Scanner including our patented DruGuard® automatic narcotics detection software. Per p. 4 Substitution section of the bid, please consider our written request for approval to offer our solution as a substitute for the current bid specifications.

Answer: The substitution request on the CLEARPASS Whole Body Security Scanning System is denied as it will not meet the requirement for the space available at the County Work Release Center (CWRC).

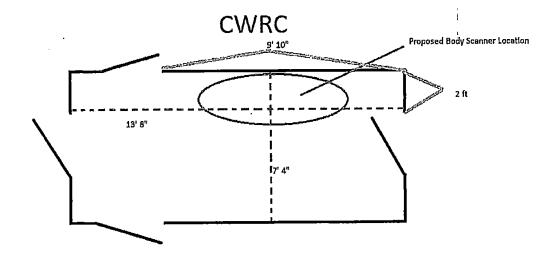
- 2. Is a bid bond required or has that been waived?

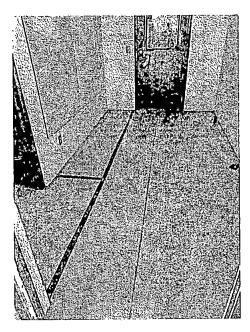
 Answer: No, a bid bond is not required for this bid.
- 3. Could you please provide the working dimensions (operator workstation, passageways to system, and exclusion zone) of the room where the scanner will be located?

 Answer: In the Booking area, there is an open area that the scanner will be located. It currently has a SecurPass scanner. The space that is the scanner is occupying is approximately 6.5 ft. by 15 ft. The exclusionary area around that scanner is approximately 17 ft. by 11 ft.



The scanner location at the CWRC is more restricted in space. See figure below for dimensions.





- 4. Can the Sheriff's office provide images or drawings of the proposed installation site?

 Answer: See above pictures.
- 5. Please provide clarification to the following statement, "Assist with removing existing SecurPass and relocate the new scanner in the booking area." Is the awarded vendor responsible for disposal of existing scanner? What is the current location of SecurPass? Answer: Yes, however the Sheriff's office is currently checking with other agencies to see if they are able to donate existing scanner. The old scanner is in the booking area.
- 6. Can you confirm that St. Johns County will provide dedicated server or does vendor need to include in pricing for networking?
 Answer: The Bidder will need to include a dedicated server in their pricing for networking.
- 7. Is the county aware that the body scanners will need new registrations, safety surveys, and calibrations for each transportation and/or relocation?

 Answer: Yes

THE PROPOSAL DUE DATE REMAINS JANUARY 19, 2022 AT 2:00 PM EST

Respondent Acknowledgment 1-15-22 Signature and Date Dennis Wolfe-Southeastern Sales Manager Printed Name/Title

TEK-84, Inc.

Company Name (Print)

END OF ADDENDUM NO. 1



ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

BID NO: 22-45

PURCHASE OF TWO (2) WHOLE BODY SECURITY SCANNING SYSTEMS

St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084 (904) 209-0150 www.sjcfl.us/Purchasing/index.aspx

BID NO: 22-45 PURCHASE OF TWO (2) WHOLE BODY SECURITY SCANNING SYSTEMS

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BID NO: 22-45

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER:

The Board of County Commissioners of St. Johns County, Florida ("County")

PROJECT:

Bid No. 22-45 Purchase of Two (2) Whole Body Security Scanning Systems

DEFINITIONS

<u>All definitions</u> set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

<u>Addenda</u> are written or graphic instruments issued by the Purchasing Division prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

<u>Base Bid</u> is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

<u>Bid</u> An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

<u>Bid (Formal or Sealed)</u> A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

<u>Bid Bond</u> A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

<u>Bidder</u> is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

<u>Bid Documents</u> include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

<u>Contract</u> A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

<u>Responsible Bidder</u> A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

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<u>Responsive Bid, Responsive Proposal, or Responsive Reply</u> A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

<u>Specifications</u> A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

<u>Subcontractor</u> A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

<u>Unit Price</u> is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bid and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation Notice to Bidders. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least <u>Seven (7)</u> <u>days</u> prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative <u>seven (7) days</u> prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least <u>fourteen (14) days</u> prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is

upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Leigh A. Daniels, CPPB, Purchasing Manager, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to ldaniels@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact April Bacon, Procurement Coordinator at abacon@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM EST) on Wednesday, January 5, 2022 so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bid Documents. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder <u>shall</u> acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in <u>TRIPLICATE</u> (one (1) original and two (2) copies) on the required forms provided herein, by or before Wednesday, January 19, 2022 at 2:00 PM EST. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Division, with the bidder's return address in top left hand corner and recite: "BID NO: 22-45 Purchase of Two (2) Whole Body Security Scanning Systems"

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084

St. Johns County Purchasing Division 500 San Sebastian View

St. Augustine, FL 32084

BID NO.: XX-XX - SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Any submitted Bid that is not withdrawn prior to the deadline provided herein shall be considered an irrevocable offer for a period of ninety (90) consecutive calendar days.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, the properly identified Bids received on time will be opened publicly as specified in the Bid Documents. The Bid Tabulation will be posted on the Purchasing Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of the County to award to the lowest responsive, responsible Bidder(s), or lowest responsive,

responsible Local Bidder(s), based upon the Unit Price(s) provided in the submitted bid; provided it is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple low bidders, if doing so provides a cost savings, and serves the best interest of the County.

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and readvertised, in order to best serve the needs of the County.

DELIVERY TERMS

All prices shall be Free On Board (F.O.B.) destination.

All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Division, its designee and/or the department to which they are delivered. If, during the inspection, defective materials, equipment, or supplies are discovered, the vendor shall be responsible for replacing the defective materials, equipment, and supplies without additional compensation by the County. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all tests upon defective material, equipment or supplies or allow the cost to be deducted from any payments from the County.

DELIVERY:

F.O.B. Destination

St. Johns County Sheriff's Office

3955 Lewis Speedway St. Augustine, FL 32084 Attn: Stephen Colson

<u>COOPERATIVE OR PIGGYBACK PURCHASE:</u> Any bidder(s) awarded a contract under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

PAYMENT TERMS

Payment terms are Net Thirty (30) days, in accordance with Chapter 218.74(2) Florida Statutes.

PAYMENT/INVOICE

Payments will be processed promptly after completion of delivery of items and after receipt of properly prepared and verified or approved invoices.

Invoices must contain the following information:

- Vendor's name and address
- Ship to address
- Purchase order number
- Itemization of each item purchased to include:
 - o Description
 - o Unit Price

- Quantity
- o Total Price
- o Total Amount of Invoice
- Date of Delivery

Invoices must not reflect any outstanding back orders.

Invoices must be delivered to the St. Johns County Purchasing, 500 San Sebastian View, St. Augustine, FL 32084 for payment.

CONSIDERATION FOR MBE/SBE/WBE/DBE

The County as well as the awarded firm(s) shall be required to comply with 2 CFR 200 in the inclusion of minority, small, woman-owned and disadvantaged businesses in the procurement process and consideration for award. In the event the awarded firm(s) utilize any sub-contractors or third-party suppliers, the awarded firm(s) shall be required to comply with 2 CFR 200, in taking necessary affirmative steps to assure that minority businesses, women's business enterprises, and small business enterprises are utilized when possible.

EQUAL EMPLOYMENT OPPORTUNITY

Awarded firm(s) agree to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

LOCAL PREFERENCE

Pursuant to 2 CFR 200.319 and 200.320, the Local Preference considerations described in Section 302.25 of the SJC Purchasing Procedure Manual do not apply to bids submitted under this solicitation.

INDEMNITY

To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Vendor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Vendor shall not commence work on this purchase until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this purchase.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View St. Augustine, FL 32084

The Vendor shall maintain during the life of this Contract, Comprehensive General Liability Insurance to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.

The Vendor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

GOVERNING LAWS & REGULATIONS

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Vendor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

COMPLIANCE WITH CLEAN AIR ACT

This provision applies to any contract or subgrant in excess of \$150,000 that is funded entirely or in part with federal funds.

a. The awarded firm(s) agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The awarded firm(s) agree to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The awarded firm(s) agree to include these requirements in each sub-contract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

COMPLIANCE WITH FEDERAL WATER POLLUTION CONTROL ACT

This provision applies to any contract or sub-grant in excess of \$150,000 that is funded entirely or in part with federal funds.

- a. The awarded firm(s) agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The awarded firm(s) agree to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The awarded firm(s) agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

ENERGY CONSERVATION

The awarded firm(s) agree to comply with mandatory standards and policies relating energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

DEBARMENT AND SUSPENSION

The award under this solicitation is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the awarded firm(s) are required to verify that none of the awarded firm(s), their principals (defined under 2 C.F.R. § 180.995), or any affiliates (defined under 2 C.F.R. § 180.905) are excluded (defined under 2 C.F.R. § 180.940) or disgualified (defined under 2 C.F.R. § 180.935).

The awarded firm(s) must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This requirement includes, but is not limited to verifying that any entity with whom the awarded firm(s) intends to do business is not excluded or disqualified by:

- a. Checking the Excluded Parties List System for Award Management (SAM), available at https://www.sam.gov/portal/public/SAM/;
- b. Collecting a certification from that entity; or
- c. Adding a clause or condition to the covered transaction with that entity.

BYRD ANTI-LOBBYING AMENDMENT

Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with

non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the provision of the specified items, the awarded firm(s) shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The awarded firm(s) shall make maximum use of products containing recovered materials that are EPA-designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired —

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

The requirements of this section apply to the purchase of acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionality equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, awarded firm(s), or any other party pertaining to any matter resulting from this solicitation.

FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The awarded firm(s) acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the awarded firm(s) actions pertaining to this solicitation.

EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to any award, and in accordance with section 448.095, F.S., Vendor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit through and until final acceptance and payment.
- b. The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates this award for Vendor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for

at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination of this award for breach of these provisions regarding employment eligibility.

f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

Each Bidder must submit Attachment "D" - E-Verify Affidavit.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this transaction shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- **B.** In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this transaction that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law, if the Vendor does not transfer the records to the County; and
 - (4) Upon acceptance of delivered product(s), transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County.

If the Vendor transfers all public records to the County upon acceptance of the product(s), the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination by the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

St. Augustine, FL 32084 (904) 209-0805 publicrecords@sjcfl.us

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

OFFICIAL COUNTY BID FORM ST. JOHNS COUNTY, FLORIDA

TO:	THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA			
	DATE SUBMITTED:			
	BID P	ROPOSAL OF		
Full Lega	l Company Name	· · · · · · · · · · · · · · · · · · ·		
 Mailing A	Address	Telephone Number	Fax Number	
Docume Systems	Having become familiar with requirements nts and Specifications entitled for Bid No: 3, the undersigned proposes to furnish all le requirements to submit the following Bid PURCHASE OF TWO (2) WHOLE	22-45 Purchase of Two (2) Whol materials, labor and equipmen	e Body Security Scanning ort, delivery and all other :	
TOTAL B	ID PRICE \$Amount Written in Numerals	~		
	Amount V	Vritten in Words		
DELIVER	Y DATE:		ning Systems	
me rota	l Bid Price shall be the total price for Two (2	g each whole body security scan	ning systems.	

Note: All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.:	_Date Received:	
No.:	_Date Received:	
No.:	_Date Received:	

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

CORPORATE/COMPANY

Full Legal Company Name:		(Seal)			
Ву:					
Signature of Authorized Representative	(Name & Ti	itle typed or printed)			
Ву:	•				
Signature of Authorized Representative	(Name & Ti	(Name & Title typed or printed)			
Address:					
Telephone No.: ()	Fax No.: (_)			
Email Address for `Authorized Company I	Representative:				
Federal I.D. Tax Number:	DUNS #:				
INDIVIDUAL		(If applicable)			
Name:	•,	•			
(Signature)	(Name typed or printed)	(Title)			
Address:	·	<u>``</u>			
Felephone No.: ()		1			
Email Address:		' /			
Federal I.D. Tax Number:					

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

ATTACHMENT "A" ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,

ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF:	,
COUNTY OF:	
Before me, the Undersigned authority, persona	illy appeared who
being duly sworn, deposes and says he is	(Title) of the firm of
	bmitting the attached proposal for the services covered by the
bid documents for Bid No: 22-45 Purchase of Tw	o (2) Whole Body Security Scanning Systems, in St. Johns County,
Florida.	1
The affiant further states that no more than or	ne proposal for the above-referenced project will be submitted
	nder the same or different name, and that such Bidder has no
	for the same work. That neither he, his firm, association nor
corporation has either directly or indirectly e	ntered into any agreement, participated in any collusion, nor
•	competitive bidding in connection with this firm's Bid on the
	the firm nor any of its officers are barred from participating in
public contract lettings in the State of Florida or	r any other state.
	·
DATED this day of	
C'analysis of Affinal	
Signature of Affiant	
•	
Printed Name & Title of Affiant	
•	•
Full Legal Name of Consultant/Vendor	
· · ·	
Course to (as affirmed) and subscribed before	me by means of \square physical presence or \square online notarization,
this doubt and subscribed before i	me by means of in physical presence of in offine flotarization,
known to me or her produced	y who is personally as identification.
known to me or has produced	as identification.
,	Notary Public
•	My Commission Expires:
	wiy commission Lyphes.

ATTACHMENT "B" CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: <u>Bid No 22-45 Purchase of Two (2) Whole Body Security Scanning</u> Systems

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate stat	ement:	•
•	•	s no actual or potential conflict of interest due to completing work on the above referenced
	st due to other clients, cor	form, submits information which may be a ntracts or property interests for completing work
Legal Name of Respondent:	<u></u> _	÷
Authorized Representative(s):	Signature	Print Name/Title
	Signature	 Print Name/Title

ATTACHMENT "C" DRUG-FREE WORKPLACE FORM

	does:
	Name of Firm
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4.	In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6.	Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith efforto continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.
	the person authorized to sign this statement, I certify that this firm complies fully with the above quirements.
	Signature

ATTACHMENT "D" E-VERIFY AFFIDAVIT

	ATE OF UNTY OF		•
l, _			nafter "Affiant"), being duly authorized by and on behalf of Consultant/Vendor") hereby swears or affirms as follows:
1.	Responsibility Act of 1996 (IIRIR	RA), is a web-bas	authorized by Illegal Immigration Reform and Immigrant sed system provided by the United States Department of electronically confirm the employment eligibility of their
2.	448.095, F.S., Consultant/Vendo to verify the employment eligibili require any subcontractors perfe	or shall utilize the ity of all new em orming work or omeland Security	(hereinafter "Agreement"), in accordance with section e U.S. Department of Homeland Security's E-Verify system ployees hired by the Consultant/Vendor and shall expressly providing services pursuant to the Agreement to likewise y's E-Verify system to verify the employment eligibility of all
3.	Consultant/Vendor shall comply in all subcontracts the obligation		ble provisions of section 448.095, F.S., and will incorporate section 448.095, F.S.
4.	448.095, F.S. or its failure to en Agreement are legally authorized of the Agreement for which St. Jo without penalty. The Consulta	nsure that all end d to work in the ohns County may ant/Vendor furt shall be liable to	its failure to comply with all applicable provisions of section in mployees and subcontractors performing work under the United States and the State of Florida constitute a breach immediately terminate the Agreement without notice and ther understands and agrees that in the event of such the St. Johns County for any costs incurred by the St. Johns ch.
DA	TED this c	lay of	, 20
Sig	nature of Affiant	<u> </u>	
 Pri	nted Name & Title of Affiant		
Ful	I Legal Name of Consultant/Vendo	or	
Sw thi	orn to (or affirmed) and subscrib	ed before me by	y means of □ physical presence or □ online notarization, who is personally
kno	own to me or has produced		, who is personally as identification.
			Notary Public My Commission Expires:

ATTACHMENT "E"

BYRD ANTI-LOBBYING AMENDMENT AND CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned certifies, to the best of his/her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, or making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The awarded firm(s) certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the awarded firm(s) understand and agree that the provisions of 31 U.S.C. § 3802 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Representative of Bidder	•
Printed Name & Title of Representative	
Date	

ATTACHMENT "F"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- 2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- 3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- 4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Bid, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of	Authorized Principal(s):	1
NAME (print):	· · · · · · · · · · · · · · · · · · ·	-
SIGNATURE:		·
TITLE:	• • • • • • • • • • • • • • • • • • •	
NAME OF FIRM:	·	
DATE:		; ,

ATTACHMENT "G" EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary
 - of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Princip	pal(s):
NAME (print):	
SIGNATURE:	
TITLE:	
NAME OF FIRM:	
DATE:	·

ATTACHMENT "H" CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor		Title	
	,		
		•	
		Date	

7

ATTACHMENT "I" NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from this solicitation shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if our firm, partnership, or corporation is awarded, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any submitted bid proposal, or in return for award, or for performance or provision of services for which bid proposals are herein sought.

Handwritten Signature of Authorized Principal(s):		
NAME (print):	 ,	i
SIGNATURE:		, 1
/ TIŤLE:	1	
DATE:		
		ı u
NAME OF FIRM/PARTNERSHIP/CORPORATION:		i i
· .		'
	·	1
	X.	,
	 	

SPECIFICATIONS

BID NO: 22-45 PURCHASE OF TWO (2) WHOLE BODY SECURITY SCANNING SYSTEMS

SPECIFICATIONS:

It is the intent of the County to purchase Two (2) Whole Body Security Scanning Systems specified below:

<u>Item</u>

PART #:

SSD-017-1101**

EQUIPMENT:

Tek84 Intercept Whole Body Security Scanning System

- High Strength Aluminum Unibody Frame
- 160Kv Monoblock Oil Cooled Generator
- Ultra-compact 34" X 72" footprint
- <4 Second Scan Time
- Vertical beam scanning
- Thermal camera/scanner to detect fevers
- Photo ID tied to scan
- Variable Scanning Dosage from .25uSv to 2.0uSv
- Adheres to ANSI/HPS N4.3-17-2009 Regulations
- Mobile Workstation
- 27" Mounted Touch Screen Monitor
- Windows Operating System
- One Million Image Storage Capacity
- Transportable on Built in Heavy Duty Caster System
- 16 Million Grey Scale Levels
- 110v/15 A

WARRANTY:

2-year parts and labor on Entire Systems from time of Installation

Must detect both metallic and nonmetallic threats, including weapons, drugs, cell phones and other contraband. Screen from below the feet to above the head revealing items under the clothing and within the body.

Installation and calibration included.

- 3-Day on Site initial operator training to include ANSI/HPS N43.17-2009 Section 8.1.5 Administrator, Super User, Standard User Training programs.
- ½ Day Installation per unit for Integration of both Scanners to share information with centralized server, server provided. Data drops done by customer.

Assist with removing exiting SecurPass and relocate the new scanner in booking area.

Freight included in bid price.

****NOTE:** Part numbers are provided for specification purposes only; equivalents may be submitted as provided in the bid documents.

SEALED BID MAILING LABEL

BID NO: 22-45 PURCHASE OF TWO (2) WHOLE BODY SECURITY SCANNING SYSTEMS

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"

*	SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 22-45	1
BID TITLE:	PURCHASE OF TWO (2) WHOL I SECURITY SCANNING SYSTE	
DUE DATE/TIME:	By 2:00PM — January 19, 20)22
SUBMITTED BY:		
	Company Name	1 ,
	Company Address	,
	Company Address	i
DELIVER TO:	St. Johns County Purchasing Dept.	
	500 San Sebastian View St. Augustine FL 32084	,

END OF BID DOCUMENT

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) REQUIRED CONTRACT CLAUSES

This ARPA Supplement (Exhibit A) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the "Agreement"). Exhibit A includes contract clauses that amend, delete or modify provisions of the Agreement. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

- 1. Access to Records. The following access to records requirements applies to this Agreement:
- a. The Consultant shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c) of the Social Security Act and the U.S. Department of the Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Consultant agrees to provide the County, the Treasury Office of Inspector General, the Government Accountability Office, the Pandemic Relief Accountability Committee, and/or any of their authorized representatives right of access to records (electronic or otherwise) of the Consultant in order to conduct audits, or other investigations.
- **c.** The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Records shall be maintained by Consultant for a period of five (5) years after expiration or termination of this Agreement unless a longer period is otherwise specified by the Treasury Office, or Applicable Law.
- 2. Compliance with Applicable Law, Regulations, and Executive Orders. Consultant agrees to comply with the requirements of section 603 of the Social Security Act (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations and executive orders. Consultant shall provide for such compliance by other parties in any contracts or agreements it enters into with other parties relating to this Agreement. Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees arising out of or relating in any way to the non-observance or breach of any such applicable federal statute, regulation or executive order.
- a. Federal regulations applicable to this Agreement include, without limitation, the following:
 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Agreement.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. By executing this Agreement, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.
- vi. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - viii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - x. Generally applicable federal environmental laws and regulations.
- **b.** Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.
- iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- v. The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§623) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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3. Assurances of Compliance with Civil Rights Requirements

- i. Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- ii. Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Consultant understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.
- iii. Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
- iv. Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided.
- v. Consultant shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as

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implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- 4. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations, responsibilities, or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Agreement.
- 5. Fraud and False or Fraudulent or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.
- 6. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required). Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 7. Repayment Obligations. Consultant understands and agrees that any unused funds received under this Agreement will be forfeited and any payments received for Services which violate this ARPA Supplement (as determined by the Treasury Office) shall result in immediate repayment to the County.
- 8. Seals, Logos, and Flags. The Consultant shall not use the Department of the Treasury or County's seal(s), logos, crests, or reproductions of flags or likenesses of any of the Treasury agency officials without specific Tréasury Office or County's prior written approval.
- 9. Publications. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Johns County Board of County Commissioners by the U.S. Department of the Treasury."
- 10. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Consultant, or subconsultant who has the responsibility to investigate, discover, or address misconduct. Consultant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

11. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

12. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving. Consultant is further encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

January 10, 2022

To:

Prospective Respondents

Subject:

Bid No. 22-45; Purchase of Two (2) Whole Body Security Scanning Systems

This Addendum #1 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and return an original and two copies of this signed Addendum with the submitted proposal as provided in the Bid Documents.

Questions and Answers:

 ADANI Systems, Inc. proposes to respond to the above referenced bud with our Industry Leading CLEARPASS Full Body Scanner including our patented DruGuard® automatic narcotics detection software. Per p. 4 Substitution section of the bid, please consider our written request for approval to offer our solution as a substitute for the current bid specifications.

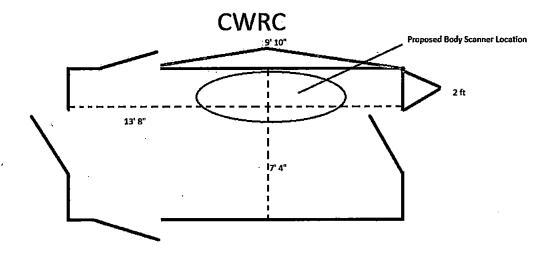
Answer: The substitution request on the CLEARPASS Whole Body Security Scanning System is denied as it will not meet the requirement for the space available at the County Work Release Center (CWRC).

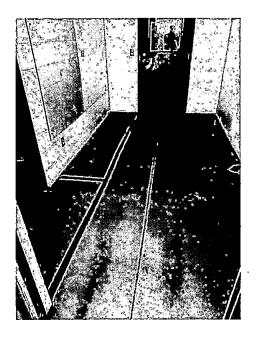
- Is a bid bond required or has that been waived?Answer: No, a bid bond is not required for this bid.
- 3. Could you please provide the working dimensions (operator workstation, passageways to system, and exclusion zone) of the room where the scanner will be located?

 Answer: In the Booking area, there is an open area that the scanner will be located. It currently has a SecurPass scanner. The space that is the scanner is occupying is approximately 6.5 ft. by 15 ft. The exclusionary area around that scanner is approximately 17 ft. by 11 ft.



The scanner location at the CWRC is more restricted in space. See figure below for dimensions.





- 4. Can the Sheriff's office provide images or drawings of the proposed installation site?

 Answer: See above pictures.
- 5. Please provide clarification to the following statement, "Assist with removing existing SecurPass and relocate the new scanner in the booking area." Is the awarded vendor responsible for disposal of existing scanner? What is the current location of SecurPass? Answer: Yes, however the Sheriff's office is currently checking with other agencies to see if they are able to donate existing scanner. The old scanner is in the booking area.
- 6. Can you confirm that St. Johns County will provide dedicated server or does vendor need to include in pricing for networking?
 Answer: The Bidder will need to include a dedicated server in their pricing for networking.
- 7. Is the county aware that the body scanners will need new registrations, safety surveys, and calibrations for each transportation and/or relocation?
 Answer: Yes

THE PROPOSAL DUE DATE REMAINS JANUARY 19, 2022 AT 2:00 PM EST

Respondent Acknowledgment				
Signature and Date				
Printed Name/Title				
Company Name (Print)				

END OF ADDENDUM NO. 1