

Invitation to Bid (ITB)
Fire Alarm Systems, ETC
8-2021/2022



Due: April 21, 2022 @ 2:00 PM, Local Time

Please review and deliver your formal bid as the original and two copies by the date and time shown on the Bid Form to:

SEALED BID #ITB 8-2021/2022

Ted Young, Director of Purchasing and Auxiliary Services
1000 College Blvd.
Pensacola, FL 32504

Please indicate the bid number on the outside of your sealed bid envelope to assist in identifying your bid.

All prices to be quoted are to be FOB destination, freight prepaid. Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes. Pensacola State College reserves the right to reject any portion or all bids, to resolicit bids or not and to waive informalities as deemed in the best interest of the Pensacola State College.

PUBLIC BID OPENING: Pensacola State College will conduct a Public bid opening at **2:00 PM, local time, on Tuesday April 21, 2022** at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504 Room 736. Pursuant to FS 119.071 the College is not required to read aloud the individual bid prices at the Public Opening. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or the number of days as defined in FS 119.071."

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed, or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with Pensacola State College.)

Overview

The bid is for a time and service agreement for troubleshooting, repair, inspection and certification of fire alarm systems, fire systems, fire alarm panels, Kitchen hood systems, halon system, backflow devices, fire hydrants and fire extinguishers on the Milton, Pensacola and Warrington Campuses, Century Center, South Santa Rosa Center, and the Downtown Center of Pensacola State College, with the first term effective July 1, 2022 to June 30, 2023. Prices shall remain firm through June 30, 2023. The College reserves the right to terminate the agreement at the end of the term or to renew the quote for successive one (1) year periods, for a total of Three (3) additional years, at its option. Any price adjustment requests after June 30, 2023 must be submitted in writing by April 1, of each fiscal year.

Pensacola State College is soliciting qualified bids from qualified firms to provide these services in accordance with Attachment A.

- 1.01 Bidders may contact Ted Young, Director of Purchasing and Auxiliary Services by email at purchasing@pensacolastate.edu for questions related to the College's requirement relative to this ITB.
- 1.02 In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College's responses to them, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention of:

Ted Young, Director of Purchasing and Auxiliary Services
Pensacola State College
1000 College Blvd.
Pensacola, FL 32504

PHONE: (850) 484-1779 FAX: (850) 484-1839

Email: Purchasing@pensacolastate.edu

All written questions and inquiries are due no later than 2:00 p.m. April 11, 2022

- 1.03 ADDENDA: Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director of Purchasing and Auxiliary Services, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.
- 1.04 FAMILIARITY WITH LAWS: The bidder is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida.

- 1.05 As deemed in the College's best interest, the College reserves the right to:
1. Reject any or all bids submitted.
 2. To resolicit bids or not.
 3. To award any portion(s) of this ITB.
 4. To waive informalities.
 5. To issue to all responsive bidders' request for information (RFI's).
 6. To issue requests to negotiate with finalist and solicit best and final offers.
 7. To evaluate to determine technical equivalents.
 8. To award this ITB on a Lot-by-Lot basis to the responsive low bidder meeting specifications.
 9. To award on an outright purchase or lease basis.

2.00 SPECIFICATIONS

Must meet or exceed the specifications listed in Attachment A.

3.00 SPECIAL CONDITIONS

- 3.01 PURCHASES BY OTHER STATE OF FLORIDA COLLEGES, UNIVERSITIES AND STATE AGENCIES: Purchases may be made under this ITB by other State Colleges, State Universities, District School Boards, and other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the ITB solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d). If the period of time is not defined within the solicitation, the prices, terms, and conditions shall be firm for 120 days from date of award.
- 3.02 Florida sales tax exemption no: 85-8012557294C-2.
- 3.03 Pursuant to OMB Circular A-110, subpart b, section 13 a person or affiliate who has been placed on either the federal excluded parties list system or the state of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid or enter into a contract to provide any goods or services to a public entity, may not submit a bid or enter into a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for category two (i.e. \$25,000) while on the convicted vendor list. The excluded parties list system can be found at <http://epls.gov/epls/servlet/EPLSGETInputSearch>
- 3.04 Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a ITB on a contract to provide goods or services to a public entity, may not submit a ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit ITBs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. This is in accordance with HB 2127, section 6(3)(a), all invitations to ITB, as defined by 287.012(11)FS, request for proposals, as defined by 287.012(15)FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.
- 3.05 Pensacola State College reserves the right to award an individual lot or a combination of lots; reject any or all lots, whatever seems in the best interest of the College.

- 3.06 The specifications listed are meant to demonstrate the work parameters required, and the functional limits listed are to be considered minimal unless changed by addendum to the bid. Bid evaluation will be made strictly from the minimal specification. However, vendors desiring to suggest different specifications shall submit a written detailed request and OEM technical specification sheets to the Director of Purchasing and Auxiliary Services for evaluation purposes not less than 14 days prior to the bid opening. Each particular specification which the equivalent offered which does not meet must be identified and submitted along with the detailed specification sheet of the equivalent offered. An addendum, if issued, will be issued at least 7 days prior to the bid opening adding equivalent items, if approved.
- 3.07 The successful bidder shall fully guarantee all items furnished against defect in materials and/or workmanship for a period of 365 days from date of final acceptance by Pensacola State College. Should any such defect, except for normal wear and tear, appear during the warranty period, the successful bidder shall commence repair or replace same at no cost to Pensacola State College within 72 hours after notice.
- 3.08 Any "notice of protest" involving the specifications, the terms and conditions or any other aspect of this ITB must be filed in writing within 72 hours after the receipt notice of the project plans and the solicitation specifications. Formal written protest must be filed within 10 days after the date of the notice of protest is filed. (Saturdays, Sundays, and legal holidays shall be excluded in these computations.) The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in section 120.57(3), Florida Statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 3.09 Recommended awards will be posted on the purchasing web page <https://www.pensacolastate.edu/about-psc/business-psc/>, unless changed by addendum, and will remain posted for a period of 72 hours (not including Saturdays, Sundays and legal holidays). Any notice of protest of award or recommendation of award shall be filed in writing to the Director of Purchasing and Auxiliary Services within 72 hours after the posting of the ITB bid tabulation. Failure to file a protest within the time prescribed in section 120.57 (3), Florida statutes shall constitute a waiver of proceedings under chapter 120, Florida Statutes. A formal written protest must be filed within 10 days (excluding Saturdays, Sundays, and legal holidays) after the date the notice of protest was filed. The formal written protest shall state with particularity the facts and law upon which the protest is based upon. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under chapter 120.57(3) Florida Statutes. Inspection or examination of sealed bids or proposals are available during normal working hours by appointment, upon notice of a decision or intended decision, or 10 days after invitation to bid or proposal public opening, whichever is earlier.

SPECIFICATIONS

Attachment A

- 1.01 The selected vendor will be responsible for the inspection, testing and recharging of fire extinguishers. All extinguishers shall be inspected, repaired, recharged, and tagged as per Florida State Law. All inspections will be scheduled through Jonathan Garrett, Environmental Management.
- 1.02 When extinguishers are picked up, an itemized list with serial numbers shall be provided to Pensacola State College. Upon return of the extinguishers, an itemized listing of work completed shall be provided.
- 1.03 An itemized inventory list shall be provided to the Pensacola State College after completion of the annual inspection.
- 1.04 The selected vendor shall inspect all portable fire extinguishers on an annual basis. Hydrostatic testing and recharging will be required.
- 1.05 Kitchen hood fire suppression systems are to be inspected semi-annually with fusible links replaced at time of inspection. Hood system extinguisher cylinders needing hydrostatic testing will be done at time of inspection.
- 1.06 The selected vendor shall be required to respond within SIX (6) hours of service request.
- 1.07 Unit prices shall include all labor for inspection, hydrostatic testing, recharging and appropriate tagging, of fire extinguishers, kitchen hood and fire suppression systems. Any unit that is deemed unserviceable and/or unrepairable shall be returned along with a list of deficiencies and reasons why the unit cannot be repaired (i.e., parts not available, etc.). There will be no charge for those units.
- 1.08 The annual inspection and recharging for the first term, shall be scheduled with Jonathan Garrett, Environmental Management.
- 1.09 The successful bidder will be required to be familiar with the various building locations at all Pensacola State College Campuses.

PENSACOLA STATE COLLEGE
Pensacola Campus
1000 College Boulevard
Pensacola, FL 32504-8998

PENSACOLA STATE COLLEGE
Milton Campus
5988 Highway 90
Milton, FL 32583-1798

PENSACOLA STATE COLLEGE
Warrington Campus
5555 West Highway 98
Pensacola, FL 32507-1097

PENSACOLA STATE COLLEGE
Downtown Center
418 West Garden Street
Pensacola, FL 32501

PENSACOLA STATE COLLEGE
Century Center
440 E. Hecker Rd.
Century, FL 32535

PENSACOLA STATE COLLEGE
South Santa Rosa Center
5075 Gulf Breeze Pkwy.
Gulf Breeze, FL 32563

- 1.10 Bids shall be based on an hourly rate. All parts will be bid at vendors cost plus a percentage markup. Rates will be consistent for all services and campuses. The rate to be calculated from the time of arrival of service personnel, on the College Site, or at the time service begins at the shop, when in-shop repairs are necessary. Round trip travel for service calls for all of the College Campus and Center Locations shall be included, at no additional cost. No additional costs shall be required for pick-up and return delivery when shop repair is required.
- 1.11 Service will be performed as required by Pensacola State College. Service tickets, signed by appropriate Pensacola State College Personnel, shall accompany each invoice. Appropriate personnel will be designated by the College Director of Facilities Planning.
- 1.12 Payment will be permitted on a monthly basis, for any month in which services are rendered and invoiced during the contract period, and will not be provided more frequently than on a monthly basis. **No invoice will be paid without the evaluation/certification paperwork on the work performed.**
- 1.13 All pricing will remain firm through June 30, 2023. The College reserves the right to terminate the agreement at the end on one (1) year period as per FS 237.161 or to renew the contract for successive one (1) year periods, for a total of three (3) additional years, at its option. Any price adjustment requests must be submitted in writing by April 1, of each fiscal year, to the Director of Purchasing and Auxiliary Services, in order to be considered for the following fiscal year.
- 1.14 There shall be no restrictions due to age of fire alarm systems, other than availability of parts.
- 1.15 Fire alarm systems will be accepted for coverage on an "as is" basis.
- 1.16 OEM parts will be used for necessary replacements unless alternate parts are approved by the appropriate College Personnel. The cost incurred by Pensacola State College for any supplies, parts or materials required shall not exceed the actual cost to the contractor as adjusted by the percentage markup provided on the bid form in ITEM I. The contractor will provide a third-party invoice for all materials, supplies and parts billed to the College. The invoices will be provided with each request for payment.
- 1.17 Bi-annually the contractor will be given direction to proceed with certification at each campus with a completion requirement of thirty days. Field work for certification must be coordinated in advance with Jonathan Garrett, Environmental Management. Any testing that results in audible alarms must be accomplished in non-class hours.

The results of annual certification and bi-annual sensitivity testing will be provided in a written report to Jonathan Garrett, Environmental Management, with copies to the Director of Purchasing and Auxiliary Services. The report will be organized by building and provide a detailed description of any discrepancies found in the system.
- 1.18 Warranty – all parts will have a one-year warranty. Labor will have a 90-day warranty.
- 1.19 Contractor must have service personnel certified NICET Level III in Fire Alarm Systems.
- 1.20 Evaluation: The College reserves the right to consider reference data, technician(s) profile sheet, in addition to pricing and other information requested herein, in determining bid award.
- 1.21 **Interested bidders may arrange for a walk-through tour of the areas, by e-mailing the request to Pensacola State College purchasing department at Purchasing@pensacolastate.edu.**

BID FORM

Fire Extinguisher inspection and certification must be performed **Annually**.

<u>Number</u>	<u>Extinguisher Type/Size</u>	<u>Unit Cost of Inspection</u>	<u>Unit Cost of Hydrostatic Testing</u>	<u>Unit Cost of Recharging</u>
1	Carbon Dioxide – CO2, 2#			
2	Carbon Dioxide – CO2, 5#			
3	Carbon Dioxide – CO2, 10#			
4	Carbon Dioxide – CO2, 15#			
5	Carbon Dioxide – CO2, 20#			
6	Dry Chemical – ABC or BC, 2#			
7	Dry Chemical – ABC or BC, 2 ½#			
8	Dry Chemical – ABC or BC, 5#			
9	Dry Chemical – ABC or BC, 6 #			
10	Dry Chemical – ABC or BC, 9 #			
11	Dry Chemical – ABC or BC, 10 #			
12	Dry Chemical – ABC or BC, 20#			
13	Water-H2O, 2 ½ Gallon			
14	Kitchen- Type K, 2 Liter			

ITEM

A

DESCRIPTION/SPECIFICATIONS

Provide all labor, supplies, materials to inspect, troubleshoot, repair and Certify **Fire Alarm Panel**, on the Milton, Pensacola and Warrington Campuses, South Santa Rosa, Century and the Downtown Center of Pensacola State College, Inspection and Certification **Annually**, as specified.

PRICE

ITEM

B

DESCRIPTION/SPECIFICATIONS

Provide all labor, supplies, parts, and materials to inspect, troubleshoot, repair and Certify **Fire Extinguishers** on the Milton, Pensacola and Warrington Campuses, South Santa Rosa, Century and the Downtown Center of Pensacola State College, Inspection and Certification **Annually** as specified herein:

PRICE

BID FORM

<u>ITEM</u>	<u>DESCRIPTION/SPECIFICATIONS</u>	<u>PRICE</u>
C	Provide all labor, supplies, parts, and materials to Inspect, troubleshoot, repair and Certify <u>Kitchen Hood Systems</u> , on the Pensacola Campus of Pensacola State College, Inspection and Certification Semi-Annually as specified herein:	<hr/>
D	Provide all labor, supplies, parts, and materials to Inspect, troubleshoot, repair and Certify <u>Halon Systems</u> , on the Pensacola Campus of Pensacola State College, Inspection and Certification Quarterly as specified herein:	<hr/>
E	Provide all labor, supplies, parts, and materials to Inspect, troubleshoot, and Certify <u>Backflow Devices</u> , on the Milton, Pensacola and Warrington Campuses, South Santa Rosa, Century, and the Downtown Center of Pensacola State College, Inspection and Certification Annually as specified herein:	<hr/>
F	Provide all labor, supplies, parts, and materials to Inspect, troubleshoot, and Certify <u>Fire Hydrants</u> , on the Milton, Pensacola and Warrington Campuses, South Santa Rosa, Century and the Downtown Center of Pensacola State College, Certification, Flow and Inspection Annually as specified herein:	<hr/>
G	Provide all labor, supplies, parts, and materials to Inspect, troubleshoot, repair and Certify <u>Sprinkler Systems</u> , on the Milton, Pensacola and Warrington Campuses, South Santa Rosa, Century and the Downtown Center of Pensacola State College, Certification, Inspection Quarterly as specified herein:	<hr/>

BID FORM

ITEM

G

DESCRIPTION/SPECIFICATIONS

Percentage Mark-up (if any) above cost for
supplies, parts, and materials.

PERCENTAGE

Bidder Information

Firm or Entity Name	
Federal Tax ID Number	
Address	
Telephone/Fax/Email	
Printed Name of Representative	
Signature of Representative	
Date	

REFERENCES

1. _____
COMPANY NAME CONTACT PERSON

EMAIL ADDRESS PHONE NUMBER

NUMBER OF YEARS PROVIDING SERVICE LAST SERVICE DATE

2. _____
COMPANY NAME CONTACT PERSON

EMAIL ADDRESS PHONE NUMBER

NUMBER OF YEARS PROVIDING SERVICE LAST SERVICE DATE

3. _____
COMPANY NAME CONTACT PERSON

EMAIL ADDRESS PHONE NUMBER

NUMBER OF YEARS PROVIDING SERVICE LAST SERVICE DATE

CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, or if all of the tied vendors have drug-free workplace programs. In order to have a drug-free workplace program a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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.
- (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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

BIDDING FIRM OR ENTITY NAME: _____

MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS
ENTERPRISE CERTIFICATE

I HEREBY DECLARE AND AFFIRM that I am the _____ (Title) representative of the firm of _____ (Company Name) minority business enterprise (MBE/WBE) _____ (Minority Type) as defined by Pensacola State College in the specifications for _____ (ITB Name & Number) that I will provide information requested by PENSACOLA STATE COLLEGE to document this fact. The foregoing statements are true and correct and include all material necessary to identify and explain the operations of _____ (Company Name) as well as the ownership thereof. Further, the undersigned does agree to provide PENSACOLA STATE COLLEGE current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes in any of the arrangements hereinabove stated and to permit and audit an examination of the books, records, and files of the above-named company by authorized representative of PENSACOLA STATE COLLEGE. It is recognized and acknowledged that the statements herein are being given under oath and material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. Termination is understood to forfeiture of payment for all work not performed at time of notification.

I DO SOLEMNLY DECLARE OR AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Signature of Company's Authorized Representative

State of _____ County of _____ City of _____

On this _____ day of _____, 20____, before me, in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

Signed: _____
Notary Public

(SEAL)

My commission Expires:

Minority Type: # M1 Black American Man; M2 Hispanic American; M3 Asian American; M4 Native American (Eskimo & Aleutian); M5 Native Hawaiian; M6 Small Business; M7 Disabled; M8 American Woman; M9 Black American Woman; and NM Not Minority. (Must have greater than 51% minority ownership). "Minority/Woman Business Enterprises that file false misrepresentation of their MBE/WBE status shall be found guilty of a felony of the second degree and be debarred from bidding no less than 36 months pursuant to 287.094 Florida Statute".

Pensacola State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic information in its educational programs and activities. The following person has been designated to handle inquiries regarding nondiscrimination policies: Institutional Diversity at (850)484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504

PUBLIC ENTITY CRIMES

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to:

(print name of the public entity)

By _____
(Print name of entity submitting sworn statement)

Whose business address is

And (if applicable) its Federal Employer Identification No. (FEIN) is:

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

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (**indicate which statement applies**).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (**attach a copy of the final order**).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 20_____

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____. My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

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