

Invitation to Bid
WSRE STUDIO FLOOR REFINISHING
ITB 17-2017/2018



Due: March 29, 2015 @ 2:00 PM, Local Time

The District Board of Trustees of Pensacola State College, Florida hereby extends an Invitation to Bid the above referenced project for Pensacola State College, as specified in this proposal request.

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

SEALED BID # ITB 1 7 - 2017/2018

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

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

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluation immediately following on the date and time listed above at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504 Room 736. 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. Immediately following the bid opening, the Bid Evaluation Committee will evaluate the bids. This may require additional review by the committee or representative.

Timeline

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this request for proposal. The College reserves the right to change the dates of any events listed.

DATE

February 15, 2018
March 13, 2018 @ 8am
March 15, 2018 @ 2pm
March 29, 2018 @ 2pm

EVENT

ITB issue date
Site Visit on location
Deadline for questions and requests for clarifications
Proposals due

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 Pensacola State College. The bid shall remain in force for thirty (30) days after the time of opening.

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.)

1.0 OVERVIEW

Pensacola State College is soliciting qualified bids from qualified firms to provide products and services defined in the scope of work section of this bid.

1.1 COMMUNICATION

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 purchasing@pensacolastate.edu. All written questions and inquiries are due no later than 2:00 PM, local time, March 15, 2018.**

1.2 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.

1.3 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. Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes.

1.4 AWARD

As deemed in the College's best interest, the College reserves the right to:

1. Reject any or all bids submitted.
2. To re-solicit 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.

1.5 QUALIFICATIONS

Bidders shall furnish documentation of the following:

- a. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
- b. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
- c. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.

1.6 LICENSE

In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing services shall be licensed in the State of Florida for that activity.

The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.

1.7 MODIFICATION OF BID

Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or electronic form. Modifications will be acknowledged by the Owner before opening of formal Bids.

1.8 WITHDRAWAL OF BIDS

Bids may be withdrawn by written or electronic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.9 TABULATIONS

Bid tabulations with recommended awards will be posted on the purchasing web page <http://www.pensacolastate.edu/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, within 72 hours after the posting of the ITB/RFP/RFQ 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 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 for inspection 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.

2.00 Specifications

Must meet or exceed the specifications listed in Attachment A.

- 3.01 PURCHASES BY OTHER STATE OF FLORIDA COLLEGES, UNIVERSITIES AND STATE AGENCIES: Purchases may be made under this ITB by other community 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 Completion schedule will be coordinated with Eric Fundin, Director of Operations, WSRE Pensacola FL. efundin@wsre.org 850-484-1230.
- 3.03 Florida sales tax exemption no: 85-8012557294C-2
- 3.04 Pensacola state college reserves the right to reject any or all RFPs/proposals received, to resolicit or not and to waive informalities as deemed in the best interests of the College.
- 3.05 As a bidder/proposer our company attests we have not been convicted of a public entity crime of the State of Florida or any federal agency and are not listed in the excluded parties list system (EPLS) maintained by the General Services Administration(GSA).
- 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>
- 3.06 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.
- 3.07 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.
- 3.08 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. Each particular specification which the equivalent offered which does not meet the specification 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.
- 3.09 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.

- 3.10 Any "notice of protest" involving the specifications, the terms and conditions or any other aspect of this invitation to bid (ITB), request for proposal (RFP) or request for qualification (RFQ) 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.
- 3.11 Bid tabulations with recommended awards will be posted on the purchasing web page <http://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 purchasing manager, within 72 hours after the posting of the ITB/RFP/RFQ 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 for inspection 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.
- 3.12 As this solicitation may be federally funded. The sections within this ITB are an overview of Federal Compliance Conditions and Regulations that all bidders must comply with.

BID FORM

Total Lump Sum Cost for item 2.00, appendix A as specified \$ _____

Payment Terms: Net 30 days or prompt payment discount of _____%, _____ Days offered by Proposer.

Corporate Name		DBA Name (if applicable)	
Purchasing Address	Street/PO Box		City
	State		Zip
	Email Address		
Remit to Address	Street/PO Box		City
	State		Zip
	Email Address		
Contact Person	Name		Phone #
	Email Address		
Address of Parent Company (if applicable)	Street/PO Box		City
	State		Zip
Check applicable boxes for ownership of company <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Asian Indian American <input type="checkbox"/> Native American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Disabled Veteran Attach current MBE/WBE Certifications			
Authorized Agent Name		Signature	
		Date	

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.

Appendix A—Specification

POLYMER FLOOR COATINGS SPECIFICATION

1.1 SUMMARY

- A. This Section includes polymer floor coatings for the following applications:
 - 1. Interior studio space.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors, textures, and patterns available for each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Installer (Applicator) Qualifications: An experienced applicator who has specialized in installing work similar in material, design, and extent to that indicated for this Project and who is certified by manufacturer.
 - 1. Certification: Written approval or license of applicator by traffic coating manufacturer.
- B. Source Limitations: As follows:
 - 1. Use polymer floor coatings of a single manufacturer.
 - 2. Obtain primary floor coating materials, including primers and or sealers, from coating manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer's labels showing the following information:
 - 1. Manufacturer's brand name.
 - 2. Type of material.
 - 3. Directions for storage.
 - 4. Date of manufacture and shelf life.
 - 5. Lot or batch number.
 - 6. Mixing and application instructions.
 - 7. Color.
- B. Store materials in a clean, dry location protected from exposure to direct sunlight. In storage areas, maintain environmental conditions within range recommended in writing by manufacturer.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Apply polymer floor coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply polymer floor coatings to damp or wet substrates, when temperatures are below 40 deg F (5 deg C), when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F (3 deg C) above dew point.

1.6 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, signed by traffic coating manufacturer agreeing to repair or replace polymer floor coatings that do not comply with requirements or that deteriorate during the specified warranty period.
 - 1. Deterioration of polymer floor coatings includes, but is not limited to, the following:
 - a. Adhesive or cohesive failures.
 - b. Abrasion or tearing failures.
 - c. Surface crazing or spalling.
 - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
- C. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Physical Properties

Property	Test Method	Result
Hardness (Shore D)	ASTM D-2240	70-80
Comprehensive Strength	ASTM D-695	16,000 psi
	ASTM C-579	10,500 psi
Tensile Strength	ASTM D-638	3,000 psi
	ASTM C-307	1,950 psi
Tensile Elongation	ASTM D-638	7.50 %
Flexural Strength	ASTM C-580	4,000 psi
	ASTM D-790	2,900 psi
Flexural Modulus of Elasticity	ASTM D-2566	5.5×10^5
Linear Shrinkage	ASTM D-696	0.02%
Linear Expansion	ASTM D-4541	2×10^{-5}
Bond Strength to Concrete	ML D-3134	400 psi substrate fails
Indentation	ML D-3134	.025 MAX
Impact Resistance	ASTM D-570	Pass
Water Absorption		0.04%
Heat Resistance Limitation	ASTM D-570	140°-200° F
Flammability	ASTM E-84	Self Extinguishing
Flame Spread/NFPA 101	ASTM C-501	Class B
Abrasion Resistance		
CS17 Wheel 1000 GM Load	ASTM D-2047	35mg loss
1000 Cycles		
Coefficient of Friction		
Standard Slip-Resistant		NA
Orange Peel		0.8
Smooth		0.7

2.2 POLYMER FLOOR COATING

- A. A 20 mil DUR-A-GARD Polymer Floor Coating System as manufactured by Dur-A-Flex, INC.
- B. Approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Applicator present, for compliance with requirements and for other conditions affecting performance of polymer floor coatings.
 - 1. Verify compatibility with and suitability of substrates.
 - 2. Begin coating application only after minimum concrete curing and drying period recommended by floor coating manufacturer has passed, after unsatisfactory conditions have been corrected, and after surfaces are dry.
 - 3. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Clean and prepare substrates according to manufacturer's written recommendations to produce clean, dust-free, dry substrate for floor coating application.
- B. Mask adjoining surfaces not receiving polymer floor coatings, to prevent spillage, leaking, and migration of coatings.

3.3 FLOOR COATING APPLICATION

- A. Adhere strictly to manufacturer's current written instructions.
- B. Apply 4 mil prime coat of Dur-A-Sheild #2 (or approved equal) and allow to cure.
- C. Apply 8 mil body coat of Dur-A-Gard (or approved equal) and allow to cure.
- D. Apply 8 mil final coat of Dur-A-Gard (or approved equal) and allow to cure.

3.4 CURING AND PROTECTING

- A. Cure polymer floor coatings according to manufacturer's written recommendations. Prevent contamination and damage during application and curing stages.
- B. Protect pedestrian floor coatings from damage and wear during remainder of construction period.

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: _____ (SEAL)
Notary Public

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: Dr. Gael Frazer, Assoc. Vice President, Institutional Diversity at (850)484-1759, Pensacola State College, 1000 College Blvd. Pensacola, Florida 32504

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.

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UNITED STATES FEDERAL ATTESTATION FORM – (NON-CONSTRUCTION PROGRAMS)

Note: Certain of these assurances may not be applicable to sale of your products or services. If you have questions, please contact the Pensacola State College Purchasing and Auxiliary Services Department. Further, certain Federal awarding agencies may require PENSACOLA STATE COLLEGE certify additional assurances. If such is the case, you will be notified.

Our company understands this purchase has Federal funding and by signing this Federal Attestation Form we agree to:

1. Give the Federal Government, the Comptroller General of the United States, through their authorized representative, access to and the right to examine all records, books, papers or documents related to this purchase, as well as establish a proper accounting system in accordance with generally accepted accounting standards and to retain all records a minimum of five years.
2. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. Initiate and complete the scope of work within the applicable time frame after receipt of an approved PENSACOLA STATE COLLEGE purchase order.
4. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
5. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 – 1683, and 1685 – 1686), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
6. Comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
7. Comply with the provision of the Hatch Act (U.S.C. 1501 – 1508 and 7324 – 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Standards Act (40.327 – 333), regarding labor standards for federally assisted construction sub-agreements.
19. Compliance with the Federal agency requirements and regulations (as applicable) pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as well as awarding agency requirements and regulations pertaining to copy-rights and rights in data
 - B. Supplier agrees to provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents papers, and records or documents of the supplier which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - C. Supplier agrees to retain all records relative to this procurement for five full years after PENSACOLA STATE COLLEGE makes final payment and all other pending matters are closed.
9. Comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L.91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523; and (h) protection of endangered species under the Endangered Species Act of 1973, as amended. (P.L. 93.205).
10. Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Assist the United States Federal Government (as requested) in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).
12. Comply, as applicable, with P.L. 93.348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
13. Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L) 89.544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance
14. Comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this purchase.
15. Strongly strive to provide subcontracting opportunities to small businesses owned and controlled by socially and economically disadvantaged individuals (WBE/MBE) in accord with Executive Order 12928.
16. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Federal regulations (41 CFR Chapter 60).
17. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).
18. Compliance with mandatory standards and policies (as applicable) relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 – 163, 89 Stat. 871).

Our business _____ attests that it is in full compliance with all of the cited U.S. Federal Attestations.

Authorized Signature

Signer's Title

Date

Please return this signed form to with your bid submittal.