

**Invitation to Bid
Garbage Collection Service
5-2020/2020**



Due: March 25, 2021 @ 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.

SEALED BID # ITB 5 - 2020/2021

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

Directions for submitting bids include the following:

All bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, or delivered to the bid opening site. If mail or delivery is selected, please submit Original and 2 copies and a digital file. If you wish to submit on-line you may use the online program **VendorLink** at www.myvendorlink.com . All bids must be submitted not later than the date and time indicated above and shall be clearly marked with the ITB name and number indicated above. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form. Questions must be submitted no later than **2:00 P.M.**, central time, **March 11, 2021** to purchasing@pensacolastate.edu.

All terms and conditions included hereafter are part of this bid request and Pensacola State College purchase order terms and condition and federal purchase terms and conditions available at <http://www.pensacolastate.edu/business-psc/> or www.myvendorlink.com . These terms and conditions are hereafter incorporated by reference. Any bid failing to comply with all of these terms and conditions may not be accepted. Rights are reserved to reject any and all bids and to waive any and all technicalities.

Directions for submitting bids include the following:

All bids must be mailed or delivered to the attention of the Director of Purchasing and Auxiliary Services, and be received in the Purchasing and Auxiliary Services Office, Pensacola State College, Building 7, Room 737, 1000 College Boulevard, Pensacola, Florida 32504-8998, delivered to the bid opening site, or submitted to the online program **VendorLink** at www.myvendorlink.com not later than the date and time indicated above and shall be clearly marked with the ITB name and number indicated above. Due to the requirement of sealed bidding, facsimile bids will not be acceptable as valid bid responses. All bids shall be submitted on the bid form, herein included, and shall be properly signed by an authorized representative of the firm or entity submitting the bid, with delivery or completion date clearly indicated, in order to be considered. Attach all amplifying instructions and documents to this bid form. Questions must be submitted no later than **2:00 P.M.**, central time, **March 11, 2021** to purchasing@pensacolastate.edu.

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.

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 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 11, 2021.**

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 bidder's 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.

GENERAL SPECIFICATIONS
AND CONDITIONS

1. Successful bidder to furnish all labor and equipment including dumpsters necessary to collect and properly dispose of all garbage, trash and recyclable material in compliance with all applicable laws, codes and regulations as per the Board of County Commissioners of Escambia County and Santa Rosa County, the City of Pensacola, the City of Milton and Town of Century.
2. Successful bidder for the recycling services shall be a single-stream recycler, which means that the College may place all recyclables into a single container with no need to sort recyclable materials. The following is a list of required recyclable materials to be placed in the recycling dumpsters. Recycle Dumpsters must be clearly identified as such.
 - All plastics
 - All glass
 - All aluminum, tin and steel
 - All paper
 - All cardboard
3. No service will be required for dumpster locations during the Christmas and New Year's Holiday Periods and Spring Break (which comprise a three-week period to be determined by Pensacola State College), except as noted. The quantity and size of dumpsters as listed within the specifications may vary due to the College's needs.
4. The successful bidder will place dumpsters (in new or like new condition) at all the facilities. All containers must be slant or box type containers, with light weight plastic lids, unless otherwise specified. The equipment must meet D.O.T., O.S.H.A., Federal, State, and local regulations and laws.
5. The successful bidder will replace any dumpster which develops, for any reason, holes causing garbage to be spilled onto the ground. It will be the successful bidder's responsibility to replace such dumpsters within a period of five (5) working days from the time it is brought to their attention by the College. Dumpsters may be moved temporarily for a building maintenance project.
6. The successful bidder will clean and sanitize each dumpster once a week or in summer months as directed by the College in order to maintain sanitary condition. If an offensive odor cannot be removed from a dumpster, then the dumpster will be replaced.
7. The successful bidder will also give a cost of an additional pickup, which may arise under emergency conditions. This cost will be for the pickup of one 4 and 8 cubic yard dumpster. Pickup to be made within 8 hours of notification.
8. Ms. Diane Bracken, Director of Physical Plant, or Johnathan Garrett, Environmental Manager in the Physical Plant Department, are to be the sole persons to call the successful bidder for additional dumpsters, reduction in dumpsters, and any additional or emergency pickups.
9. Successful bidder will submit on his invoice for payment, each dumpster size, location of dumpster, and number of pickups during the monthly billing cycle. Payments are to be made on a monthly basis, subject to a pro-rate basis for partial months.

10. Proof of permits/franchises must be furnished with bid. No bid will be considered unless a copy of the permits/franchises are included with bid response.
11. The College reserves the right to terminate the agreement at the end of the initial agreement period (July 1, 2021 through June 30, 2022) or to renew the contract for successive one (1) fiscal year periods (July 1 through June 30), for a total of two (2) additional years, at its option. Contract renewal is contingent on the availability of funds.
12. All prices bid herein shall include all applicable cost including franchise fees and landfill fees.
13. All prices bid herein shall remain firm through the Contract period, with the exception that adjustments may be approved by Pensacola State College provided that documentation of unanticipated increase or decreases in city or county franchise fees and/or landfill rates, imposed on the successful bidder, by the city or county of jurisdiction, during the service period covered must be forwarded to the Director of Purchasing and Auxiliary Services at the time of increase request.
14. Any award, as a result of this bid, will be contingent upon approval by the District Board of Trustees, Pensacola State College. This document will be the binding agreement for the successful bidder.

CAMPUS/CENTER LOCATIONS

Pensacola Campus
1000 College Blvd.
Pensacola FL, 32504

Downtown Center
418 West Garden Street
Pensacola FL, 32502

Milton Campus
5588 Highway 90
Milton FL 32583

South Santa Rosa Center
5075 Gulf Breeze Pkwy
Gulf Breeze FL, 32563

Warrington Campus
5555 West Highway 98
Pensacola FL 32507

Century Center
440 East Hecker Road
Century FL, 32535

E-VERIFY REQUIREMENTS.

- A. Pursuant to s. 448.095, Fla. Stat., beginning January 1, 2021, Pensacola State College and every contractor and subcontractor providing labor, supplies or services to PSC must register with and use the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the work authorization status of all newly hired employees.
- B. Contractors must require subcontractors to provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract with PSC.
- C. If PSC, contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Fla. Stat., then they shall terminate the contract with the person or entity. This termination is required by Florida law and is not a breach of contract and may not be considered as such. A contractor will be liable for any additional costs incurred by PSC as a result of the termination of a contract.
- D. If PSC has a good faith belief that a subcontractor knowingly violated the E-Verify requirements set forth in s. 448.095, Fla. Stat., but the contractor otherwise complied with the relevant law, PSC will promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor. This termination is required by Florida law and is not a breach of contract and may not be considered as such. A contractor will be liable for any additional costs incurred by PSC as a result of the termination of a contract.

For your information, the State of Florida can be found at the following link.

<https://casetext.com/statute/florida-statutes/title-xxxi-labor/chapter-448-general-labor-regulations/part-i-terms-and-conditions-of-employment/section-448095-employment-eligibility>

BID FORM (Page 1 of 3)

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 Invitation to Bid and they have the authority, capacity, and capability to perform all conditions and specifications of this Invitation to Bid.

PRICING FOR GARBAGE DUMPSTERS

(Bid Form Page 2 of 3)

ITEM	QTY/UNIT	DESCRIPTION	MONTHLY COST	YEARLY COST
1	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced three times a week, Monday, Wednesday and Friday of each week. Dumpster location: Building No. 5, Pensacola Campus		
2	49 Weeks	Two (2) eight-yard dumpsters, to be set in place and serviced three times a week, Monday, Wednesday and Friday of each week. Dumpster location: Building No. 9, Pensacola Campus		
3	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Monday and Thursday of each week. Dumpster location: Building No. 15, Pensacola Campus		
4	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced three times a week, Monday, Wednesday and Friday of each week. Dumpster location: Building No. 18, Pensacola Campus		
5	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Monday and Thursday of each week. Dumpster location: Building No. 23, Pensacola Campus		
6	52 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Monday and Thursday of each week. Service will continue during Holidays (see page 7, item 3) Dumpster location: Building No. 99, Pensacola Campus		
7	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Monday and Thursday of each week. Dumpster location: Building No. 3200, Warrington Campus		
8	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Monday and Thursday of each week. Dumpster location: Building No. 3600, Warrington Campus		
9	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced three times a week, Monday, Wednesday and Friday of each week. Dumpster location: Building No. 4600, Milton Campus		
10	52 Weeks	One (1) four-yard dumpster, to be set in place and serviced three times a week, Monday, Wednesday and Friday of each week. Service will continue during Holidays (see page 7, item 3) Dumpster location: Downtown Center		
11	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced one time a week, Monday of each week. Dumpster location: South Santa Rosa Center		
12	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced one time a week. Dumpster location: Century Center		
TOTAL				

Additional/Emergency Pickup	Garbage Dumpster Cost
4 Yard Dumpster	
8 Yard Dumpster	

PRICING FOR RECYCLING DUMPSTERS (Bid Form Page 3 of 3)

ITEM	QTY/UNIT	DESCRIPTION	MONTHLY COST	YEARLY COST
14	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 5, Pensacola Campus		
15	49 Weeks	Two (2) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 8, Pensacola Campus		
16	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 9, Pensacola Campus		
17	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 15, Pensacola Campus		
18	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday, and Friday of each week. Dumpster location: Building No. 18, Pensacola Campus		
19	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 23, Pensacola Campus		
20	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 50, Pensacola Campus		
21	49 Weeks	One (1) eight-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 99, Pensacola Campus		
22	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 3200, Warrington Campus		
23	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 3600, Warrington Campus		
24	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Building No. 4800, Milton Campus		
25	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced two times a week, Tuesday and Friday of each week. Dumpster location: Downtown Center		
26	49 Weeks	One (1) four-yard dumpster, to be set in place and serviced one time a week, Wednesday of each week. Dumpster location: South Santa Rosa Center		
TOTAL				

Additional/Emergency Pickup	Recycling Cost
4 Yard Dumpster	

Note: Trash dumpster and recycling dumpster pickup may be divided into two separate contracts based on best price.

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.

BIDDING FIRM OR ENTITY NAME: _____

SIGNATURE OF VENDOR REPRESENTATIVE: _____

TYPED OR PRINTED NAME OF VENDOR REPRESENTATIVE: _____

DATE: _____

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

PUBLIC ENTITY CRIMES STATEMENT

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) it's 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.

SIGNATURE

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.