

**Invitation to Bid  
Athletic Field Maintenance  
ITB 2-2022/2023**



**PENSACOLA  
STATE COLLEGE**

**Due: November 03, 2022 @ 2:00 PM, Local Time**

Pensacola State College is soliciting sealed bids for the above referenced project. 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 2 -2022/2023**

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.

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](mailto:purchasing@pensacolastate.edu). All written questions and inquiries are due no later than 2:00 PM, local time, October 20, 2022.**

## 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**

2.0 SCOPE OF WORK

Awarded vendor shall provide all labor, materials, and equipment required to perform the following:

2.1 BASEBALL & SOFTBALL FACILITY

During the summer months the fields will be mowed daily if needed or at least 2 times a week. During the Winter months, after the grow in, the fields will be mowed a minimum of 2 times a week. Any additional Clippings that may remain after mowing will be vacuumed or a drag will be used to remove the excessive Clippings for a neat clean playable surface. Mowing patterns will be mowed in different patterns each week Depending on the preference of the coach and/or the facility. The mowing will be done with a reel mower to facilitate an even cut. All Fences and walls will be cleared of growth and debris.

2.1.1 BASEBALL & SOFTBALL FACILITY OPTIONAL ANNUAL SERVICES

Upon approval from the Pensacola State College Athletic Director and at his direction, the following services may be required. Please provide an individual price to provide each of these services on an annual basis:

- A) Installation of Diamond Mix Clay per truckload. This price shall include material, installation of material and laser grading
- B) Topdressing of Turf with an average depth of .5" - approximately 9 loads of sand for Baseball Field
- C) Topdressing of Turf with an average depth of .5" - approximately 3 loads of sand for Softball Field
- D) Topdressing of Turf with an average depth of .5" – approximately 5 loads of sand for multipurpose field

2.2 MULTI-PURPOSE FIELD (inside walking track)

The multi-purpose field will be mowed a minimum of 2 times a week depending on growth of the turf and playability of the turf. All clippings on the surface will be removed for a clean, playable surface. The mowing will be done with a reel mower to facilitate an even cut.

### 2.3 AERATION

Aeration will be completed a minimum of twice a year in the summer depending on play. Twice a year an open core tine will be used on the infields and outfields to rebuild the subsurface for better playability. During the year, a slice aerator will be utilized in the heavy play areas to open the turf up and allow for air and nutrients to penetrate for an even playing surface.

### 2.4 FERTILIZATION OF TURF

The turf will be fertilized twice a month, and as needed to meet industry standards, on infields and outfields. This schedule can be modified in consultation, and with the consent, of the coach, to the benefit of the playing surface. Herbicides should be applied as needed and a program established consistent with industry standards, to keep playing surfaces and surrounding foul and adjacent areas (i.e., bullpens, aprons) weed free. This will be coordinated with soil and tissue analysis if required. The applications will be a low dose so as to not shock the root system or the tissue. Walk behind spreaders will be utilized around warning tracks and infields to reduce the amount of fertilizer in the clay areas. Ride on equipment will be utilized in larger areas to provide efficiency of the application. Provide in your proposal your recommendation/plan to provide this service.

### 2.5 WINTER OVERSEEDING

The winter overseeding will be coordinated with Pensacola State College Athletic Director to minimize the impact on play. Scalping of the fields will commence to reduce the Bermuda and prepare for the addition of Rye seed. The water will be reduced to promote the dormancy of the Bermuda. The thatch produced by the scalping will be vacuumed and removed from the turf areas. The seed will be put down in a tri pattern by passing the spreaders in a 3-way pattern to ensure that there is an even growth of the rye grass, and no areas are missed.

### 2.6 INFIELDS

The base lines will be edged a minimum of twice a month or as needed to keep a neat straight edge. The baselines will be edged in a manner to keep a consistent edge transitioning from clay to grass, this will be done with a wheeled edger and straightened with a string line prior to mechanical edging. It should be edged at the beginning of each season, Fall & Spring and again at the beginning of the summer, and maintained or redone as needed. Edging should also be done on the infield and outfield sides of the infield on the baseball field, and the outfield side of the infield on the softball field as above. In addition, all warning tracks should be edged periodically to stay in game ready shape as well as any other lines around dugouts, foul territory, and backstops.

### 2.7 IRRIGATION SYSTEM

The College has existing irrigation systems for all athletic fields. This contractor will become the primary operator of these systems. They will be responsible for operation, maintenance, and repair of these systems. A written log shall be kept on each athletic field. Effectiveness of irrigation shall be checked and logged monthly; weekly spot checks will be done to look for deficiencies. Adjustments shall be made as noted within one week.

### 2.8 PEST MANAGEMENT

Fertilization and monitoring the turf must occur to ensure it is kept in a healthy state. The non-turf areas will be treated as needed with a post emergent herbicide and, in the areas where a higher level of control is needed, a pre-emergent will be utilized. A plan will be developed with the PSC Athletic Director to ensure mutual success.

### 2.9 CONCRETE & ARTIFICIAL TURF

All hard surface areas will be blown and cleaned to keep a neat condition prior to the public entering the Facility.

## 2.10 LANDSCAPE AREAS

All non-turf areas will be addressed to keep the natural look of the facility. The areas will be policed of trash daily. The pruning and upkeep of the plants and trees will be performed as agreed upon with PSC Athletic Director. A monthly report will be given to PSC Athletic Director as to what was accomplished, what is needed and/or potential hazards that may exist. Bullpen areas to be mowed, edged, and maintained to provide neat appearance.

## 2.11 QUALIFICATIONS AND CONDUCT OF EMPLOYEES

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

The Contractor will:

1. Require all employees to report for duty in PSC approved uniforms with logo and approved photo ID badges while on campus.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal.
3. Prohibit employees from using the telephones, computers, or office equipment provided for College use.
4. Require employees to comply with instructions pertaining to conduct and regulations.
5. Ensure employees do not have access to buildings or PSC property unless on official duty.
6. Conduct a national criminal background check (Level 2) on all prospective employees before hire for the PSC premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for PSC. All provision of Chapter 435 F.S. must be followed.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in grounds and athletic field supervision, sufficient in scope to meet the approval of PSC's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all personnel.

## 2.12 COMPLAINTS

College complaint records will be maintained by the College representative(s). For each college complaint, the College representative shall document the incident and report it immediately to the Contractor. The College representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from college complaints.

The Contractor shall provide a quality assurance review report and meet with the campus representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

The Contractor and any Subcontractors must supply all equipment that is needed to provide full scope of services as stated in this RFP. The College is not responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required. Contractor will notify PSC of any non-repairable equipment and the College will follow the appropriate College Procedure for disposal. PSC will furnish storage space throughout the campuses for contractor's materials and equipment. It is the contractor's responsibility to maintain these areas in a neat and orderly manner.

The Contractor will take all steps necessary to protect the public and nearby property from damage during lawn care and maintenance activities. Any damages to the College's property as a result of the vendor must be remedied by the awarded vendor. If field or artificial turf is damaged by the contractor due to mechanical leaks, fertilizer spill, Careless use of equipment, etc. The Contractor is responsible to repair these items at no cost to the College.

#### 2.13 COST INCREASES

Any annual cost increase request must be submitted to the Director of Purchasing and Auxiliary Services by April 1<sup>st</sup> for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

#### 2.14 CANCELLATION

The College reserves the right to cancel any agreement, resultant of this bid, upon thirty (30) days written notice.

#### 2.15 TERM

The College reserves the right to terminate the agreement at the end of one (1) year period as per Florida Statutes Section 237.161 or to renew the contract for successive one (1) year periods, for a total of four additional years, at its option. Renewals shall be contingent upon satisfactory performance evaluations by Pensacola State College and subject to the availability of funds.

#### 2.16 REFERENCES

Submit with bid minimum of three (3) references for which your firm has provided similar services.

#### 2.17 INSURANCE

The Contractor shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance with the Owner as additional named insured and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor to commence work on his subcontract has been obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN FOR THE LIFE OF THIS CONTRACT:

(a) Valid workmen's compensation insurance as required by Chapter 440, Florida Statutes.

(b) General public liability insurance against bodily injury, personal injury, and property damages, in limits of not less than \$100,000.00 per claimant, and \$200,000.00 per incident or occurrence. The District Board of Trustees, Pensacola State College, Florida shall be named as an additional insured on the contractor's policy.

(c) Automotive liability insurance against bodily injury and property damage, in at least the amounts of

\$100,000.00 per claimant, and \$200,000.00 per occurrence.

(d) Certificates evidencing that all of the previously listed insurance is in force shall be forwarded to the Purchasing and Auxiliary services office prior to any work beginning. The Certificate of General Public Liability Insurance shall list The District Board of Trustees, Pensacola State College, Florida, as additional insured.

**BID FORM**

Criteria	Rate
Perform services as specified in Scope: (All except 2.1.1)	\$ _____ /Year
Perform Services as specified in Scope: (2.1.1)	\$ _____ /Year
Baseball field Sand and installation-----	\$ _____ /Year
Softball field Sand and Installation-----	\$ _____ /Year
Multipurpose field Sand and Installation-----	\$ _____ /Year

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"/> Disabled Veteran
<input type="checkbox"/> Asian Indian American	<input type="checkbox"/> Native American	<input type="checkbox"/> Woman-Owned	
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.



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: \_\_\_\_\_  
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: 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.

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