

**Intent to Negotiate
Refund Disbursement Services
27-2015/2016**



Responses must be delivered as a sealed bid. Indicate the ITN number on the outside of your sealed bid envelope to assist in identifying your bid.

Deliver to:
Cassie Boatwright, Director of Purchasing and Auxiliary Services
Building 7, Room 737
1000 College Blvd.
Pensacola, FL 32504

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline and are held 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.

Timeline (tentative)

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Invitation to Negotiate and the subsequent issuance of a contract for the required refund management services. The College reserves the right to change the dates of any events listed.

<u>Event</u>	<u>Date</u>
ITN Release	March 7, 2016
Deadline for Questions	March 16, 2016, 2pm local time
Response to Questions	~March 29, 2016
Proposals Due	April 5, 2016, 2pm local time
Shortlisting of Proposals, if required	April 11, 2016, 2pm local time
Interviews & Evaluation Committee Meeting	April 19, 2016, beginning at 8am local time
Negotiations	April 19-29, 2016 (maybe electronic or in-person)
Evaluation Committee Meeting, if required	May 3, 2016, 2pm local time
Posting of Recommended Award	May 4, 2016, 2pm local time

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted in the Purchasing website <http://www.pensacolastate.edu/business-psc/>.

SECTION I: OBJECTIVE, SCOPE, TERMS, PROCEDURES AND ORDINANCES

1.1 Objective of this ITN:

This ITN solicits proposals from qualified firms to provide Student Disbursement/Refund Services for various Florida Community College System colleges. Selection will result in an awarded vendor whereby all Colleges within the Florida Community College System will have the ability to utilize the services as specified.

The goal is to procure a firm which is a FDIC financial institution that promotes financial literacy for college students, believes in collaboration and open communication with student organizations, and comply with Title IV Financial Aid Federal and State regulations and guidelines in order to legally disburse funds for each of the Community Colleges. It is the intent to receive proposals from firms with a proven track record, and selection will be made on the basis of the best firm to provide the specified services.

1.2 Scope of Work

Refund Management Services shall include the following:

- A turn-key solution to disburse all student refunds at no cost to the students and least cost to the College(s) including full support project implementation and operation;
- Offer students more flexibility and provide alternatives in receiving refund/payment disbursements;
- Improve Operational efficiency for the College;
- Provide online banking; and
- Increase student services and customer service levels.

1.3 Term

Each college who ops into the resulting contract with the awarded vendor shall establish their own term. It is anticipated the initial term will be five years with an option of annual renewals for an additional five years given contract terms and conditions remain the same and the renewal is deemed to be in the best interest of the College. However, proposers can offer additional information for consideration of a longer contract term. This submission should be in addition to the anticipated term indicated.

1.4 Invitation to Negotiate (ITN)

The ITN process is a flexible procurement process that is used when highly specialized services are required. Negotiations offer an opportunity for selected finalist respondent(s) to discuss their responses with an evaluation committee and present a best and final offer that may lead to a negotiated agreement. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the College. Only representatives of the participating respondents who are authorized to negotiate and make agreements shall be involved in negotiation.

Upon evaluation of the responses, the College has the right to enter into negotiations with one or multiple vendors that appear to have submitted proposals that meet the needs and requirements of the College. The College reserves the right to negotiate concurrently or separately with short list Respondents. The College reserves the right to accept portions of a competing vendor's offering and merge such portions into one project, including contracting with entities offering such portions. The negotiations should include but are not limited to price, offering, and the terms and conditions of this ITN.

1.5 Current Contracts

As part of this ITN process, all bidders who provide responses to the solicitation are thereby releasing any of their current Florida Community College clients from any existing contract should the respective College so desire a release from the contract. This release will in no way bind the respective college in any future obligation to their existing contract.

1.5 Cone of Silence

From the date of issuance of this ITN, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary Services, in writing. Contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this ITN, the selection process or any attempt to further a proposer's interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this ITN shall be directed to Cassie Boatwright at Purchasing@PensacolaState.edu and to no other person or department at the College. Questions and requests must be in writing and must be received not later than the date and time indicated in the timeline.

SECTION II: PROPOSAL INSTRUCTIONS

2.1 Form of Vendor Response

Please provide one (1) original signed proposal, five (5) copies, and a complete digital copy .pdf file of the complete submitted proposal on a compact disk (CD) or flash drive in a sealed envelope. Proposer's Response to ITN shall be submitted to the Purchasing Department as specified above. Digital copies are to be an exact and complete copy of the original proposal and include all signed documents, forms, certificates and licenses. Digital copies are to be submitted in PDF format contained as one single file.

Delivery of the proposals to the College's mailroom or to any location other than the Purchasing Department does not meet the requirements for delivery. It is the sole responsibility of the Proposer to assure that the proposal is delivered according to the terms of this section. No copies of the response to this ITN shall be submitted to any other office or department at the College.

Proposals are to be delivered as specified above. Late submittals will not be accepted.

2.2 Rules, Regulations, and Requirement

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, or city government applicable to submitting a response to this ITN and to providing the services described herein.

2.3 Change of Proposal

Should a Proposer desire to change their proposal, the Proposer must do so in writing. Any request for changes must be received prior to the date and hour of the proposal opening.

2.4 Withdrawal of Proposal

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and fifty (150) days after the date of the proposal opening, to provide the proposed services.

2.5 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal due date and subsequent public opening.

2.6 Proposal Format

Proposals shall be divided into 5 segments and tabbed, Company Experience and Qualifications, Service, Support, Technology and Implementation, and Additional Required Information.

Numbers and labels provided in each section and subsection shall be referenced on the submitted proposal. Although it is anticipated proposals will be lengthy, brevity and non-repetition is appreciated.

SECTION III: SUBMITTAL REQUIRED INFORMATION

SEGMENT 1: COMPANY EXPERIENCE AND QUALIFICATIONS

Include the following:

3.1 Company Information

In order to evaluate the abilities of the Proposer to perform the services requested, information about each Company must be provided to determine the Company's ability to meet all of the criteria, which are to be considered in facilitating the award of the ITN. This section identifies specific information that will assist the Evaluation Committee in providing their evaluation and ranking of proposers.

Company History

The proposer is to submit a condensed history or executive summary of the firm/business/organization. This history should include:

How long the company has been in business

How long the company has been performing the services required by this ITN

Number of employees

Principal place of business and number of other facilities

Other related business ventures

Name and title of officers or individuals who will be responsible for this account. Indicate the person(s) who will be authorized to make representations for the proposer. Include their title, addresses and telephone numbers.

List any pending litigation

Provide the number colleges you currently support for the proposed services

Provide the number of these colleges in Florida

Label: Company Information

3.2 Compliance

In order to evaluate compliance, please include the following:

Submit a copy of the annual Department of Education compliance exam

What is your firm doing to address the Department of Education's Program Integrity and Improvement Issues addressed during Negotiated Rule Making Sessions as they relate to disbursing financial aid funds?

Describe your firms' relationship with the Department of Education and any Florida education departments.

What is your level of involvement on issues related to Title IV disbursements?

Describe how your solution meets accessibility requirements.

Label: Compliance

3.3 Service Office

List the location of the office from which the service is to be managed and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

Label: Service Office

3.4 Experience Providing Refund Management Services

Provide a narrative describing the corporate/company history of the firm that should include previous experience in refund management services. Include history, structure, management, number of years involved, and any other applicable information.

All proposers submitting a response to this ITN may provide five business references. Although we are requesting five business references, the proposer may provide additional references but not more than ten (10). The references submitted can be for present or past clients whereby the proposer has provided similar services. Please include the following information for each of the references being submitted:

- Client's Name
- Client's Address
- Client's Contact Person
- Client's Contact Phone Number
- Client's Contact e-mail
- Identify if client is presently being serviced or is a past client
- Contract Amount
- Annual quantity of disbursements and annual disbursement amount
- Summary of Services being provided

It is requested that the contact person identified for each reference is willing and able to discuss the services being provided by your company. Contacts for submitted references should be accessible and College staff should be able to reach each of reference's point contact person to verify the services provided by the proposer. Label: Experience

3.5 Financial Statement Requirements – Dun and Bradstreet Report

Each proposer is requested to submit a copy of financial status report prepared by Dun & Bradstreet (D&B). The Report should provide detail as to the proposer's financial and operational capability. During the final negotiation meetings with the short listed proposers, the College reserves the right, under this ITN procurement process, to request the submission of Financial Statements for the shortlisted proposers that are being considered.

Label: Financial Statements

SEGMENT 2: SERVICE

Include the following:

3.6 Description of Services

The firm must provide detailed information describing the manner in which it plans to provide the services requested under this ITN. It is essential that the firm provide a clear description of the operational concepts the firm intends to apply to meet the College's requirements.

Label: Description of Services

3.7 Funds Disbursement

Explain how your firm will provide each of these options to the student. Include detail regarding time frame for receiving funds for each of the methods, account features and banking capabilities for the student, deposit options, cash withdrawals, participating ATM networks and locations and associated fees (if any), customer support capabilities, cardholder policies, customer notification, and troubleshooting procedures, website capabilities, and the exact plan for student interaction with firm.

The ITN requires refunds to be distributed to students by one of the following methods for which the student will select:

Via a student request to the vendor to make direct deposits to their existing bank account, via secure web submission. Vendor to describe secure site information in proposal. Describe your security method. The student will be required to provide bank routing and account number directly to the vendor without college intervention in that private communication.

Via a vendor-provided, FDIC –insured demand deposit account preferably linked to a Visa or MasterCard branded debit card. Confirm your company does not offer student credit cards or other credit products.

Paper check-the college requires a convenient online process for all students to choose and open an optional checking account without prequalification or paper signature required. Explain the checking account services your institution will offer to all students in conjunction and any minimum student qualifications.

Further explain the following:

1. Can students continue to use the account after graduation or separation from the college?
2. Describe how you provide students with customer protection that apply to an account under the Electronic Fund Transfer Act.
3. How is the student informed of the terms and conditions associated with accepting and using the account (ie. debit card terms, account website terms, etc.)?
4. How are students informed of the refund process?
5. The college requires the vendor to handle all disbursement exceptions. Describe how the vendor will address the following:
 - Error resolution
 - Refund Disbursement lost/stolen checks
 - Bad addresses
 - Incorrect account information

Stale dated paper checks
Unknown recipients

6. How are the funds easily accessible to students? ATMs on campus? If so, are there particular requirements to obtain an ATM or is there a maximum number provided to a college?
7. Do you have surcharge-free network? Indicate the name of the network. How many ATMs are there available nationally and within Florida?
8. Can students withdraw their funds from any ATM? Is there a dollar limit per day for withdrawals or limit to the quantity withdrawals per day?
9. Describe fees associated with point of sale purchases or to receive cash back from point of sale purchases.
10. Is there a cost to students to open an account or initially receive the debit card?
11. Does the vendor or partners charge a monthly maintenance fee, inactivity fee or account termination fee?
12. Do students have to maintain a minimum balance in their accounts and are they required to have a checking account with your firm?
13. Can students overdraft their accounts? If so, is there a fee.
14. Describe how cardholders obtain replacement cards. Give the amount of time required for the cardholder to receive the replacement card. What is the cost for a replacement card and at whose cost? Will replacement cards without a fee be available?
15. Describe how your service maintains compliance with the Department of Education Title IV Cash Management guidelines.
16. Vendor must notify students of the distribution of financial aid refunds in a manner that meets all Title IV regulations. How do you comply?
17. Are students notified electronically of the distribution of financial aid refunds? Does the process meet all Financial Aid Title IV regulations?
18. The vendor must maintain all pertinent information in compliance with all banking regulations as well as FERPA, and any other applicable Federal regulations. Do you comply?
19. The college requires the ability to reverse refund payment online in case of an error. Describe how your system supports this requirement. Define the timeline for the reversal.
20. Describe other features including: online balance and transaction inquires, card acceptance, minimum balance requirements, monthly account statements, stop payment on checks online, instant PIN changes online, ability to maintain email addresses and mailing addresses, and ability to view all prior refund payment.

Label: Funds Disbursement, and number as specified.

SEGMENT 3: SUPPORT

Include the following:

3.8 Student Support

1. What support do you offer student during the enrollment process? Describe your mobile, web, phone and banking support offered as part of your service.
2. Are the support services described above available to all students regardless of their refund preference?
3. Can students change their refund preference at any time? If so, how?
4. Are student provided customer service access (24/7) via toll-free and local telephone, email, and website? This may include secured access to personal account information, transaction history, disbursement history, and current activity.
5. What languages are available for students to access customer services? What is available for hearing and visually impaired callers?

Label: Student Support and number as specified.

3.9 Institutional Support

1. Do you offer a dedicated client representative that acts as a single point of contact for college administrators?
2. Describe all customer services functions that will be available to the college to support the program. The college requires a toll-free helpdesk specifically for administrators.
3. Describe the administrative support website associated with the program. What features and functionality are available to the college?
4. What online training is provided to the college? Does it include fundamentals of the program and online reporting?
5. Do you provide an annual breakdown of the average annual cost incurred by the students at each college for students including the debit card?
6. Describe the availability of online reporting real-time. Describe the online reports and include screen shots or demonstration on the reports.
7. The college will not be liable for unauthorized purchases. Outline clearly the responsibilities and liabilities of the following parties related to the deactivation of lost or stolen cards and the activation of a replacement: cardholder, vendor, college.

Label: Institutional Support and number as specified.

3.10 Student Education

1. Describe your marketing campaign to inform students about your services. Describe the proposed plan. How will your marketing team work with each college to implement the campaign?
2. Describe how students will receive their cards.

3. Provide a sample card design.
4. Describe the mobile communications and capabilities available to students.
5. What financial literacy programs or services would you offer to students as part of your refund disbursement program to assist students with managing their money? Is there a charge for these services? Are these services available to all students?
6. Do you offer any financial specific tools, resources, or other information to schools/students?
7. Describe the support available during student orientations.
8. Describe the marketing tools available to explain the program.
Label: Student Education and number as specified

SEGMENT 4: TECHNOLOGY

Include the following:

3.11 Technology and Security

1. How is refund data provided to the vendor? What are the processes, interfaces, formats, and schedules?
2. Describe the products utilities, processes and services recommended or needed for the conversion or loading of the college's refund data.
3. The college requires all sensitive data be transmitted securely and encrypted. Describe how this requirement will be met.
4. The college requires the ability for convenient online management of permissions to vendor's administrative support website. Indicate how permissions are managed.
5. Vendors are required to submit a business continuity plan that addresses contingencies for providing services in the event of a natural disaster or other occurrence.
6. What measures do you have in place to protect program data? Describe your information security policies and infrastructure. Are you PCI compliant?
7. Describe all available report writers, query tools, and other ancillary software.
8. Provide a list of every material data security breach or violation within the past two years, including a description of the data breached and the number of customers or accounts affected.
9. Describe how system upgrades are handled.
10. How long will college information be retained by the vendor and how will this data be disposed of once the retention period ends?
11. What types of data backup and recovery mechanisms are in place?
Label: Technology and Security and number as specified

SEGMENT 5: IMPLEMENTATION SERVICES

Include the following:

3.12 Implementation

1. Submit a detailed timeline for implementation of your services including a project plan illustrating major milestones and deliverables.
2. Describe the nature of the support team that will assist the college in implementing the program.
3. What roles and responsibilities are provided by the college during implementation?
4. Provide a timeline for a past, successful implementation which would be similar to the college's.
5. Describe the project management to be provided and quantify how staff and time are allocated to the project. Include roles of vendor staff and experience level for each.
Label: Implementation Services and number as specified

SEGMENT 6: ADDITIONAL SUBMITTAL REQUIRED INFORMATION

Include the following:

3.13 Additional Considerations (Optional)

Include any additional considerations not described in the ITN.

Label: Additional Considerations

3.14 Ownership Information

In order to eliminate any conflict of interest in making awards, the District Board of Trustees for Pensacola State College has requested all Proposers to provide the following information concerning company ownership.

- If sole proprietorship - Owner
- If partnership - Owners or Partners
- If corporation - President or Chief Executive Officer

Label: Ownership Information

3.15 Subcontractors or Joint Venture Information

The Proposer is to include information on any company(s) that will be used as subcontractors or are part of any proposed joint venture, if applicable. This information should include the firm's name, ownership information, location and the responsibilities of each firm. If proposing a joint venture, the firm must include the joint venture agreement as part of its response. The use of subcontractors requires the College's approval and all subcontractors must meet state, local, county and city regulations, certifications and licensing.

Label: Subcontractor or Joint Venture Information

3.16 Forms

All forms attached shall be returned completed or marked as not applicable.

SECTION IV: ITN EVALUATION PROCESS

4.1 Step 1 – Establish Short List of Vendors

The College’s Administration will select an Evaluation Committee to review and rank all proposals received under this ITN solicitation request. The Evaluation Committee will utilize the criteria as outlined to review, evaluate and rank all proposals received which are deemed responsive.

Upon completion of the initial evaluation and ranking process, the Committee may shortlist the proposers and may invite those shortlisted proposers to provide oral presentations to the Evaluation Committee. If oral presentations are scheduled and upon their completion, the Evaluation Committee may rank all proposers that provided the presentation(s) and recommend an additional (final) shortlist of proposers that will proceed to interviews and negotiations.

4.2 Step 2 – Presentation by Short List Vendors

The final shortlist of proposers may be invited to the next stage, presentations. Presentations offer an opportunity for the invited proposer to discuss their proposals in greater detail with the College’s evaluation team. The College reserves the right to negotiate prior to award with the highest ranked proposers for purpose of addressing the matters set forth, but not limited, to the list below. Presentations may be in person, by teleconference or any other means as the best interest of the College indicates. Presentations can assist in the following:

- Resolving minor differences and editing errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Vendors regarding key points
- Obtaining the highest and best total value agreement

4.3 Step 3 – Best and Final offer from Short List Proposers

Step three in the ITN process will allow for shortlisted proposers that have been invited to negotiate with the College to submit a Best and Final Offer. A Best and Final Offer should include the best offer provided by any of the shortlisted proposers after all negotiation have been exhausted. The Negotiation’s period shall be dictated by the College and each shortlisted proposers will be notified when to submit their Best and Final Offer to the College. The College reserves the right and may extend the Best and Final Offer period and allow for the shortlisted vendors to clarify and/or amend the Best and Final Offer based on negotiated concessions or other agreed service levels. After all Best and Final Offers have been evaluated, the Evaluation Committee may reconvene in a publicly advertised meeting to provide their final deliberations and ranking.

The final recommendation of the ITN Evaluation Committee shall be based upon the initial written response, ranking based on Selection Criteria, negotiation session(s) and Best and Final offer(s). The College will then rank proposers with a ranking of 1st, 2nd, 3rd, 4th, etc. The vendor having the best ranking will be the recommended awarded vendor. Such recommendation may be subject to approval by the College President and District Board of Trustees. The objective of this selection process is to identify Best Total Value Proposals that will best serve the College in providing the required services.

4.4 Evaluation Committee Meetings, Interviews and Presentations

All Evaluation Committee meetings that are scheduled are open to the public and in compliance with Florida Sunshine Law. The Evaluation Committee will review all responsive proposals, may shortlist and invite proposers for interviews and oral presentations. Upon completion of all ITN evaluation, interviews/oral presentation(s) and negotiations, the Evaluation Committee will provide their final ranking recommendation to the College President and the District Board of Trustees for ratification of the award. As per State of Florida 286.0113 - General

exemptions from public meetings; Oral Presentations and Negotiations related to this ITN solicitation procurement selection are not open to the public. Evaluation Committee Members may be phoned in or available through a virtual platform decided by the College.

4.5 Response to the ITN

It is recommended that prospective proposers to this ITN submit as much information as necessary to fully and completely respond to all sections of this ITN. The College understands that responding to this ITN solicitation includes providing requested forms and/or information to be evaluated. In the event proposer does not include all requested information in its submission, the College reserves the right, in its sole discretion, to request such information from proposer. The College will provide a period for such requested information to be submitted to the College's Purchasing Department. If the requested information is not submitted by the date and time allotted by the College, then the proposer's submittal may be deemed "Non-Responsive" and may receive no consideration under this ITN procurement process.

4.6 Selection Criteria

In evaluating the proposal responses to this ITN, the College will consider a number of factors. These factors will include, but may not be limited to, the criteria listed. Under each criterion there are subcategories that may be utilized in assisting an Evaluation Committee member in evaluating the criteria. This in no way limits the Evaluation Committee member's ability to subjectively determine the ranking of the subcategory information that may be used to evaluate each criteria; it merely serves as a guide.

Company Experience: 20 points

Service: 20 points

Support: 20 points

Technology: 20 points

Implementation: 20 points

4.7 Final Decision

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.

4.8 Acceptance/Rejection of Proposals

The College may, at its sole and absolute discretion, reject any and all proposals; re-advertise this ITN; postpone or cancel this ITN process at any time; or waive any minor irregularities in the ITN or in the proposals received as a result of this ITN. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to a recommendation for the award, or whether or not an award shall ever be made as a result of this ITN, shall be at the sole and absolute discretion of the College. In no event will any successful challenger of these determinations or decisions be automatically entitled to a contract for the services described in the ITN. The submittal of a proposal will be considered by the College as constituting an offer by the Proposer to perform the required service at the stated fees included in their proposal.

4.9 Protest of Intended Decision

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. If a potential Protestor desires to protest a decision or intended decision of the College, the potential Protestor must timely deliver a Notice of Intent to Protest within seventy-two (72) hours of the College's posting of its decision or intended decision. A potential Protestor's failure to timely file a Notice of Intent to Protest within the seventy-two (72) hour time period shall constitute a waiver of the right to protest proceedings.

A Notice of Intent to Protest shall: (i) be delivered to the Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504; (ii) identify the solicitation by number and title or any other language that will enable the College to identify it; and (iii) state that the person intends to protest the decision. The seventy-two (72) hour period will not be extended by service of the Notice of protest by mail.

The Protestor must then timely deliver a Formal Written Protest to Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504 within ten (10) days after the date the Notice of Intent to Protest was filed. The seventy-two (72) hour period will not be extended by service of the Notice of Protest by mail. The Formal Written Protest must include the required filing fee and security bond as specified herein. The failure of the Protestor to timely file the Formal Written Protest or to timely file the filing fee and security bond shall constitute a waiver of the Protestor's right to protest proceedings and/or the denial and dismissal of the Protestor's protest.

The formal written protest shall contain the following information:

1. The identification of the Protestor.
2. A statement of when and how the Protestor received notice of the College's action or proposed action.
3. A statement of the material facts alleged, including a statement of the specific facts the Protestor contends warrant reversal or modification of the College's proposed action.
4. A statement of the specific rules or statutes that the Protestor contends require reversal or modification of the College's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes.
5. A statement of the relief sought by the Protestor, stating precisely the action Protestor wishes the College to take with respect to the proposed action.

A Protestor may only protest a decision or intended decision of the College resulting from a competitive solicitation for a contract of \$65,000 or more. A valid Protest must allege that the College violated law, regulation, its rules and/or procedures or the terms, conditions or specifications contained within the competitive solicitation documents. Mere disagreement with the result of a competitive solicitation is not sufficient grounds for a valid Protest.

Notwithstanding anything in this procedure to the contrary, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the College, or the formula for assigning points in making an award or recommendation of award.

For the purposes of determining timeliness of any notice or filing or the tolling of any time period under this process: (i) references to "days" shall mean calendar days; (ii) in the event that the final day for a College employee or official to respond or for a person to file a protest or appeal falls on a Saturday, Sunday, or a College observed holiday, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, or College observed holiday; and (iii) notices received by the College after the close of the College's business hours at 4:00 p.m. local time, shall be deemed received by the College effective as of the next business day of the College.

The Protestor shall be liable for all of its own costs and expenses incurred related to a Protest, including all appeals.

The Protestor shall file with the Purchasing Department, a security in the form of a certified check, letter of credit or protest bond (in a form, and with such terms, approved by the College) payable to the College in an amount equal to two percent (2%) of the estimated contract amount, bid or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. Such bond or other security must be received prior to the expiration of the time for filing the Formal Written Protest. If the protest is successful, the posted

security will be refunded in full. If the protest is unsuccessful, the security shall be returned, less all fees, expenses, damages, costs and charges incurred by the College.

Noncompliance with these filing requirements within the applicable deadline for filing of the Protest shall be deemed to be a waiver by the Protestor of the right to protest proceedings under this procedure.

4.10 Assignment of Contract

It is expressly understood and agreed by the parties hereto that the Contractor shall not be permitted to assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of the Contract, or any interest in any portion of same without the formal written consent of the College.

Proposed use of any subcontract companies, or individuals performing services as independent contractors, must be fully detailed the proposal to include copies of all Agreements and financial terms between the parties. Total transparency is required.

It shall be understood that any such assignments, if approved, from the Contract shall not in any manner whatsoever release the Contractor from responsibility for performing any provisions of this Agreement, or from liability for the breach thereof.

4.11 Public Records

Unless specifically exempted by law, all information supplied to the College is subject to disclosure by the College under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The College shall permit public access to all documents, papers, letters or other material submitted in connection with this ITN and the Contract to be executed as result of this ITN selection process, subject to the provisions of Chapter 119.07 of the Florida Statutes.

If a Proposer submits any documents or other information to the College which the Proposer claims is confidential information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is confidential information and reference the statutory law that protects this information from being disseminated as a result of a public records request. Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07, just labeling a document "confidential", "trade secret" or proprietary" is not sufficient justification for the College to withhold such documents in response to a public records request for such documents. Instead, the proposer must provide the specific basis on which it claims the College may withhold the documents from public disclosure according to Florida's statutory requirements.

SECTION V: GENERAL TERMS & CONDITIONS

5.1 Indemnification Agreement

The Contractor by submission of the proposal agrees it shall indemnify and hold harmless the College, its District Board of Trustees, officers, employees, agents, and other representative, individually and collectively (collectively, the "College Indemnities") from and against any and all Liabilities incurred by any of the College Indemnities. For purposes hereof, Liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITN and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITN or the Contract executed in connection with this ITN; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITN. This indemnification shall survive termination of the ITN and the contract executed in connection with the ITN.

5.2 Acknowledgement of Compliance or Noncompliance

The vendor must provide a notice of noncompliance for any specifications listed within the ITN. If a notice of noncompliance is not included, the vendor by submitting a proposal is acknowledging full compliance with all ITN specifications, requirements, terms, conditions, and provisions. If a vendor requires a contract to be executed, provide a sample contract.

5.3 Termination of Contract

The Contract shall be cancelable at the option of the College for nonperformance of any of the contractual obligations of the Contractor. This termination is available for any contract resulting from this ITN extending to any Florida Community College. This can be accomplished by sending written notice thirty (30) days prior to cancellation by Certified Mail-Return Receipt Requested to the Contractor's corporate office and if no objection to cancellation is filed in writing, sent by Certified mail-Return Receipt Requested, in the office of Purchasing and Auxiliary Services, 1000 College Blvd., Pensacola, FL 32504 or if a cure is not made to the reasonable satisfaction of the College within 30 days, then said Contract will be deemed fully canceled as though a formal document of cancellation had been entered into by and between the parties at the expiration of the 30 day period. The College may cancel the Agreement at any time upon thirty (30) days written notice for any one or more of the following reasons:

Quality of services required or maintenance of equipment is unsatisfactory to the College as determined by the College's representative after service of a ten (10) day notice to correct. Cessation or diminution of service including, but not limited to:

Failure to maintain adequate personnel or equipment shall constitute grounds for notice to correct.

Failure to comply with any of the terms of the Contract after reasonable notice to correct.

Either party may cancel this by written notice to the other party on hundred eighty (180) days prior to the effective date of such cancellation.

5.4 Bankruptcy

In the event that a voluntary petition is filed by the Contractor under the bankruptcy laws of the United States, or if an involuntary petition is filed against the Contractor and is not discharged within a reasonable time, or if the Contractor makes a general assignment for the benefit of creditors, the College may terminate this Contract, without prejudice to any rights hereunder.

5.5 Written Contract Requirement

This solicitation document, recommended award, approval of award, and the awarded vendor's submittals in response to this intent to negotiate will be incorporated by reference into a written contract. All Pensacola State College Purchase Order terms and conditions are hereby incorporated by reference. These terms and conditions can be found at <http://www.pensacolastate.edu/docs/vendors/TERMSandCONDITIONS-for-new-po.pdf>.

5.6 Modification of the Contract

The documents constituting the entire contract may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the parties. The contractor agrees that no representations of warranties shall be binding upon the College unless expressed in writing. Any failure by the College to insist on the firm's performance of any provision of the contract or the waiver by the College of the Contractor's performance of any provision shall not be deemed a permanent waiver by the College of that provision, nor shall each failure effect the College's right to insist on the firm's performance at any other time. Any failure by the firm to insist on the College's performance of any provision of the contract or the waiver by the firm of the College's performance of any provision shall not be deemed a permanent waiver by the contractor of that provision, nor shall such failure affect the contractor's right to insist on the College's performance at any other time.

5.7 Applicable Law

The firm shall comply with all federal, state and local laws, rules and regulations ("Laws") applicable to the Contractor's response to the ITN, the contract executed in connection with the ITN, and the provision of services under the ITN and the ITN contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the College, as a political subdivision of the State of Florida and an educational institution.

The parties hereby irrevocably submit to any suit, disputes, actions or proceedings arising from or in connection with, the contract shall be determined before the United States District Court for the Southern District of Florida or if jurisdiction is not available therein, the jurisdiction of any State court in Miami-Dade County, State of Florida. The ITN process, the award process and the contract between the College and the Contractor shall be governed by and construed in accordance with the laws of the State of Florida, and Miami-Dade County, Florida and shall not be the forum for any lawsuits arising from an incident in the contract.

Laws applicable to the College - organized under the laws of the State of Florida, and the rules of the State Board of Education, which is a political subdivision of the State of Florida, and as such, must be operated in accordance with the Statutes of the State of Florida and the rules of the State Board of Education. This ITN and the contract to be executed in connection with the award of this ITN must be modified in accordance with any statutory requirement of the State of Florida.

5.8 Contractor as Independent Contractor

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work requested. The Contractor and/or its employees are in no respect to be considered any agent or employee of the College. This contract specifies the work to be done by the firm, but the method utilized to accomplish the work shall be the responsibility of the firm and approved by the College.

5.8.1 Subcontracting

Contractor may subcontract services to be performed hereunder with subject to prior written approval of the College, which shall not unreasonably withhold approval. No such approval will be construed as making the College party of, or to, such subcontract, nor shall approval be construed as subjecting the College to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under the Contract; despite such subcontracting the College shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. All sub-contractors must have all appropriate licenses, certifications, permits and insurance. The College has the right to request to remove or replace the Contractor's representative which may include any employee, agent, subcontractor or other representative. Include in proposal response any subcontracts to be utilized.

5.8.2 College Representative(s)

Unless provided elsewhere in the contract, the College may authorize representative(s) to act on behalf of the College on all matters relating to the contract and/or services being performed hereunder. The representative(s) shall decide all issues which may arise as to the quantity, character and quality of services performed or to be performed pursuant to the contract.

5.9 Specification Deviations

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with all of the ITN specifications, and the successful firm shall be held responsible therefore. Deviations must be explained in detail and submitted.

5.10 Publicity Release

The Contractor agrees not to refer to award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the user or the College.

SECTION VI: FORMS TO BE SUBMITTED WITH PROPOSAL RESPONSE

PROPOSAL COVER SHEET

Sealed Proposals will be accepted in the Purchasing Department until time indicated in the solicitation document and may not be withdrawn for 150 days after opening.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal specifications and I certify that I am authorized to sign this proposal.

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.

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.

PROPOSAL CERTIFICATION

VENDOR is to certify its Proposal as to its compliance with the Invitation to Negotiate specifications using the language as stated hereon.

Date:_____

VENDOR hereby declares that he/she has the legal authority to represent the corporation identified below as well as the ability to bind the corporation to the terms and conditions of this ITN and to the representations of the VENDOR'S proposal.

VENDOR represents to the COLLEGE that this proposal is made without connection or arrangement with any other person not identified in the VENDOR'S proposal or on this document; and that the VENDOR'S proposal is in every respect fair and made in good faith, without collusion or fraud.

The VENDOR agrees that if this proposal is accepted by the COLLEGE, the VENDOR has the legal authority to negotiate and enter into a formal contract to provide the services outlined in this ITN and the VENDOR'S proposal.

The VENDOR states that his/her bid proposal is based upon the COLLEGE'S ITN documents.

SIGNATURE

PRINTED NAME

TITLE (IF CORPORATION)

ACKNOWLEDGMENT OF ADDENDA FORM

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this ITN

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

(Add more entries, if required.)

Part II: _____ No addendum was received in connection with this ITN.

(Proposer's Name) _____ (Date)

(Signature)

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "VENDOR"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the COLLEGE or any employee thereof, or any person, firm or corporation under contract with the COLLEGE whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said COLLEGE, has paid or is to pay to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the COLLEGE.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the COLLEGE, nor any employee, or person, whose salary is payable in whole or in part by the COLLEGE, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 20____.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

NON-DISCRIMINATION IN EMPLOYMENT FORM

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or VENDOR. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or VENDOR as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Legal Name of Proposer: _____

By: _____
Signature (Manual)

By: _____
Name (Typed)

Date: _____

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) 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.