



City of Seminole
9199 113th Street North
Seminole, FL 33772

INVITATION TO BID

BID TITLE: CITY OF SEMINOLE - FIRE STATION 29 HVAC REPLACEMENT

Sealed bids must be received at City of Seminole, City Hall, Office of the City Clerk, 9199 113th Street North, Seminole, FL 33772 **by 11:30AM on Thursday, March 02, 2023**. Bids shall be publicly opened and read aloud at City of Seminole, City Hall, Council Chambers immediately after closing.

A **MANDATORY PRE-BID MEETING** will be held on **Wednesday, February 08, 2023, at 11:00AM** at the Public Works Administration Building, located at 11195 70th Avenue North. A sign-in sheet will be provided and bids will not be considered for any company that does not attend.

Bid and contract documents may be downloaded from the City website, under Public Notices, at www.myseminole.com or on Demand Star at www.demandstar.com after 12:00pm on February 1, 2023.

All questions regarding this Invitation to Bid shall be referred to: Rodney Due, Director of Public Works. Questions shall be submitted in writing via email to: rdue@myseminole.com

Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope/box with the Bidder's name and return address indicated.

The outside of the envelope/box used for the sealed bids shall be marked as follows:

**“SEALED BID” “DO NOT OPEN”
“CITY OF SEMINOLE - FIRE STATION 29 HVAC REPLACEMENT”
Vendors Name and Address**

Address the bid submission envelope/box to the following:

**City of Seminole
Office of the City Clerk
9199 113th Street North
Seminole, FL 33772**

Bids shall be accepted no later than the time and date specified on the ITB. All bids received after that time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of the bid. The City of Seminole reserves the right to reject any and all bids if it is deemed to be in the best interest of the City.

SECTION A

GENERAL CONDITIONS OF BID

1. INTENT

- A. It is the intent of this project to contract with a properly licensed HVAC Contractor to supply all materials, labor and equipment required to complete the work. The work will take place at Fire Station 29 located at 11195 70th Avenue North, Seminole, FL 33772. The contractor will complete the full installation of one 20-ton air handler/heater, and two 10-ton condensing units on the first floor, and one 15-ton air handler/heater and one 15-ton condensing unit on the 2nd floor. Please see Technical Specifications in Section B of this document for details.
- B. It shall be the responsibility of the Contractor to review site conditions along with bid documents to determine those materials and work that are necessary to complete the project. All parts/services not specifically mentioned, which are necessary to complete the project, shall be incorporated into the bid pricing and conform in strength and quality of material and workmanship per manufacturer's specifications. Omission of any essential detail from these specifications does not relieve the Contractor from completion of the work.
- C. **It is not the purpose of these specifications to eliminate any qualified Vendor.**

2. PREQUALIFICATION REQUIREMENTS

- A. Company specializing in performing the work indicated in the specifications for this project with a minimum of five years' experience and located within 100 miles of the project.
- B. The mechanical contractor shall submit a list of at least five projects that they been contracted and completed construction for the installation of HVAC systems of similar size and scope.
- C. The mechanical contractor shall submit a list of at least two municipal government projects they have been contracted for and completed construction.

3. RESERVATIONS

The City of Seminole reserves the right to reject any and all bids or part thereof, to waive all technicalities, or to negotiate separately in a manner necessary to serve the best interests of the City. It also reserves the right to be sole judge of the suitability of all bids for use by the City. The City of Seminole reserves the right to reject or otherwise disregard any ambiguous bid which is uncertain as to terms, delivery, quality, quantity or compliance with these specifications.

4. DEFINITIONS

- A. The "City of Seminole" shall also be understood to be completely interchangeable with the terms "City," "Department" or "Purchaser."
- B. "Vendor" shall also be understood to be completely interchangeable with the terms "Contractor" or "Bidder."

5. PREPARATION OF BID

To be considered, all bids must be made in accordance with this "Invitation to Bid." Any contract, which the purchaser shall enter into, shall include the attached specifications and the vendors' bid specifications. The bid will be prepared in accordance with the following:

- A. This package, along with vendor's specifications and any forms herein, questionnaires and listed exceptions, shall be submitted as a part of the vendor's entire bid.
- B. Each vendor is required to provide in their bid a "complete and accurate description" of their own detailed specifications.
- C. The City's enclosed Cost Proposal Form is to be used in submitting your bid.
- D. All information required by the proposal form shall be furnished. The vendor shall print or type his/her name and manually sign the schedule and each continuation sheet.
- E. Vendors will not include sales tax in bid prices, as the City of Seminole is exempt from payment of such taxes. An exemption certificate will be signed, where applicable, upon request.
- F. Each vendor shall thoroughly examine and be familiar with the specifications. Failure or omission of any vendor to receive or examine any form, instrument, addendum or other documents, shall in no way relieve any vendor from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- G. Vendors are advised that all City contracts are subject to all legal requirements provided for in the Purchasing Policy and/or State and Federal Statutes.
- H. Vendors may email Rodney Due, Director of Public Works, for clarification of the specifications. Rodney may be reached at rdu@myseminole.com.
- I. No oral interpretations will be made to any vendor as to the meaning of the Specifications or any other Contract Documents. Every request for such an interpretation must be in writing and shall be received by the Public Works Director not less than seven (7) calendar days prior to the date set for opening of bids. Where necessary, interpretations made to a Vendor will be in the form of an Addendum to the Contract Documents, and when issued, will be added to the Invitation to Bid in a

reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be posted on the City website and it shall be the Vendors' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Vendors shall be bound by such Addenda, whether received or not.

- J. Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The vendor may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with their bid descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product, method of construction, or plans specified in the Invitation to Bid.)

No substitution of any kind or riders of any nature to the bids will be considered except by the above-described method. For purposes of this Contract the term "Interpretations" shall include the approval of product substitution

6. SUBMISSION OF BID

- A. All bids shall be complete and should convey all information requested by the City. If errors are found in the vendor's bid, the City will be sole judge as to whether that variance is significant enough to reject the bid.
- B. The City of Seminole will not be responsible for ANY expenses incurred by any firm in preparing and submitting a response or traveling to conduct interviews or demonstrations.

- C. All bids shall provide straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The City of Seminole or its agents shall be the sole judge of quality and completeness in its best interest. The decision of the City of Seminole shall be final.
- D. Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Office of the City Clerk, at 9199 113th Street North, Seminole, FL 33772-5226. The name and address of the vendor, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- E. Bid Guaranty. The bid guaranty shall not be less than 5% of the total bid amount.
- F. Bid must be submitted on the forms furnished. Telegraphic bids will not be considered.

7. REJECTION OF BID

- A. The City may reject a bid if:
 - i. The vendor misstates or conceals any material fact in the bid.
 - ii. The bid does not strictly conform to the law or requirements of the bid.
 - iii. The bid is conditional except that the vendor may qualify his/her bid for acceptance by the City on an "all or none" basis or a "low item" basis. An "all or none" basis bid must include all items the bid requested in the Scope of Work.
- B. The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so and may reject any part of a bid unless the bid has been qualified as provided in 6.A.iii. The City may also waive any minor informalities or irregularities in any bid.

8. WITHDRAWAL OF BID

- A. Bid may not be withdrawn after the time for the bid opening for one hundred twenty (120) days from opening.
- B. Bid may be withdrawn prior to the time set for the opening. Such request must be in writing.

9. LATE BID OR MODIFICATIONS

- A. Bid or modifications received after the time set for the bid opening will not be considered.

- B. Modifications, in writing, received prior to the time set for the bid opening will be accepted.
- C. **All contact with City of Seminole personnel concerning the bid or bid requirements after the meeting shall be grounds for the disqualification** of the vendor's response. Vendors will be allowed to make arrangements for inspections necessary to complete their bid.

10. AWARD OF CONTRACT

- A. The contract will be awarded to the best **responsible** bidder whose bid, conforming to the Invitation to Bid, is the most advantageous to the City of Seminole. Bids received shall be evaluated by the Public Works department to include, but not be limited to, the following criteria:
 - i. Completeness of the bid, i.e., the degree to which it responds to all requirements of the specifications.
 - ii. Vendor's qualifications and capabilities to provide the goods or service.
 - iii. Reasonableness of cost.
- B. Bids will be ranked based on price and adherence to specifications.
- C. The City reserves the right to accept and award item by item and/or by group or in the aggregate, unless the vendor qualifies his/her bid for specified limitations (Paragraph 9.A.iii.). If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local vendor. In other cases, the City shall award the contract to one (1) vendor by drawing lots in public when considering tied bids.
- D. The City of Seminole reserves the right to reject any and all bids or part thereof, to waive all technicalities, to negotiate separately, to waive any informality in bids received when such waiver is in the best interest of the purchaser; also to except any item in the bid, unless otherwise specified by the purchaser or vendor. It also reserves the right to be the sole judge of the suitability of all bids for use by the City.
- E. The competency and responsibility of vendors will be considered in making the award. The City of Seminole reserves the right to reject or otherwise disregard any ambiguous bids which are uncertain as to terms, delivery, quantity, quality or compliance with these specifications. The City of Seminole also reserves the right to reject any or all bids when such rejection is in the best interest of the purchaser, and to reject the Invitation to Bid of a vendor who, in the judgment of the City of Seminole is not in a position to perform the services.
- F. A statement of financial condition and/or Dun and Bradstreet rating may be required by the purchaser prior to any award of contract.

- G. The vendor shall disclose any current or pending litigation regarding failure to deliver or comply with specified components on complete apparatus.
- H. A written award of acceptance (purchase order), mailed or otherwise furnished to the successful vendor, shall result in a binding contract without further action by either party.

11. CITY OF SEMINOLE INSURANCE REQUIREMENTS

Contractor shall furnish the City with the Certificates of Insurance proving coverage. Failure to furnish the required certificates will result in the termination of this Agreement. Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and the limits specified. All Policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies. The following are the minimum requirements for insurance coverage:

- A. Commercial General Liability (CGL), in occurrence form, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Regulations. Insurance company must have at least an "A-" rating from A.M. Best or a similar rating service.
 - (1) \$1,000,000 per occurrence
 - (2) \$2,000,000 per aggregate (\$1,000,000 at minimum)
- B. Workers Compensation and Employers Liability
 - (1) Per State of Florida Statutory requirements
 - (2) \$100,000 each accident; \$100,000 per employee for disease and \$500,000 for all diseases.
- C. Commercial Automobile Liability
 - (1) \$1,000,000 Combined Single Limit
- D. All Policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies. Contractor shall hold the City harmless from any actions brought against Contractor due to negligence, omission or wrongdoing of Contractor or any of its employees, agents, representatives and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement, and must be provided to the City's Public Works Department prior to the date the service begins and at each renewal thereafter

during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

12. PRICES, TERMS AND PAYMENTS

- A. **All prices must be specified on the Cost Proposal Form.**
- B. Prices shall be firm and good for ninety (120) days after the bid opening and shall include all labor, materials, freight, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges and delivered to any point designated by the City.
- C. Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.
- D. Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- E. Full payment will be made when the work is completed, inspected and found to comply with specifications, and properly invoiced. All invoices shall bear the purchase order number. Final payment will be made within thirty (30) working days of receipt of said invoice.

13. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for the new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last date of the current fiscal period without penalty to the City.

14. CANCELLATION AGREEMENT

- A. The City of Seminole reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor, in writing, if the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City.

15. ATTORNEY'S FEES

Should it become necessary to bring legal action against the contractor, the contractor agrees to pay all costs of such action including, but not limited to, reasonable attorney's fees and court costs.

16. DAMAGES

Damage to any department property that was caused by the contractor will be repaired at the contractor's expense

17. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

- A. Vendors shall comply with all Local, State and Federal directives, orders, laws, as applicable to this bid, and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprises (MBE) and OSHA as applicable to this contract.
- B. A sworn statement, in accordance with Florida Statutes, Section 287.133(3)(a) on Public Entity Crimes, must be completed by the successful vendor and received prior to a purchase order being issued.

18. COLLUSION

The vendor, by affixing his/her signature to this bid, agrees to the following: "Vendor certifies that his/her bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same item(s) and is in all respects fair without outside control, collusion, fraud or otherwise illegal action."

19. VARIANCE IN CONDITION

Any and all special conditions and specifications attached hereto, which vary from these General Conditions, shall have precedence.

20. STATEMENT OF VENDOR'S QUALIFICATION

Each vendor shall, upon request of the City, submit a statement of the Vendor's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining vendors ability and solvency to perform work contemplated by the Agreement. The Vendor may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Vendor to perform its obligations under the Contract; and the Vendor shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Vendor is qualified to carry out properly the terms of the Contract.

21. CITY INDEMNIFICATION REGARDING PATENTS AND COPYRIGHTS

The Vendor agrees to indemnify, save harmless and defend the City of Seminole, its officials, agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, whether in whole or in part, out of or in connection with the actions or omissions of the Vendor, the Vendor's agents, subcontractors, delegates, transferees or assigns or anyone else for which acts the Vendor may be liable.

22. PUBLIC INFORMATION

- A. Upon public opening of all bids or bids presented to the City of Seminole as a result of this solicitation, any and all information therein is considered public and may be reviewed by any persons interested in doing so.
- B. Vendors shall comply with Florida Statutes, Section 119.0701 on the Public Records Law specifically to:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 2. Provide the public with access to the public record on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost otherwise provided by law.

3. Ensure that public records that are exempt of confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in the possession on the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records that are confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public Agency in a format that is compatible with the information technology systems of the public agency.

23. "OR EQUAL" DETERMINATION

Where proposing other than specified, the determination of equivalency will be at the sole discretion of the City of Seminole and its specialized personnel.

SECTION B

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

- Recover refrigerant. Demo existing equipment and refrigerant lines serving the first floor 20-ton system (two (2) condensing units and one AHU). Recover refrigerant. Demo existing equipment and refrigerant lines serving the second floor 15-ton system (one (1) condensing units and one AHU). Remove from property. Scrap value to be retained by contractor.
- Furnish and provide all labor and equipment necessary to install one (1) 20-ton air handler/heater and two (2) 10-ton condensing units. Condensing units to be mounted on equipment slab provided by the City of Seminole at the northeast corner of the building. This equipment serves the first floor.
- Furnish and provide all labor and equipment necessary to install one (1) 15-ton air handler/heater and one (1) 15-ton condensing unit. This equipment serves the second floor.
- Air handlers to have factory VFDs.
- Connect to existing electrical, condensate lines, control wiring, ductwork, refrigerant lines and life safety devices.
- Furnish and install the following refrigerant specialties: solenoid valves, isolation valves, sight glasses and filter driers.
- Leak check. Charge systems with refrigerant.
- Electrical and disconnects by others.
- Provide controls system integration via City of Seminole current controls contractor.
- Provide engineering plans as required for permit approval, and submit permit. Permit fees will be waived.
- Provide all required testing, balancing and adjusting in accordance to industry standards.
- Provide start-up and check for proper operation.
- All work to be performed during regular business days between 07:00am – 07:00pm.
- Provide one (1) year warranty parts and labor, and a concurrent five (5) year compressor warranty.
- Provide owner's manuals associated with the HVAC systems.
- Provide training on the HVAC systems operation.

SECTION C

Instructions to Bidders

1. SECURING DOCUMENTS:

Copies of the proposed Bid Documents may be downloaded from the City website at www.myseminole.com under the Public Notice tab.

2. BID FORMS:

A. Contractor shall submit the following with their bid:

- i. Cost Proposal Form – Section D
- ii. Signature Acknowledgement Form – Section E
- iii. Vendor Reference Form – Section F
- iv. Vendor Sworn Statement – Section G

3. BONDS:

- A. Bid Guaranty is required.
- B. A Performance Bond will be required in an amount of the full contract price.
- C. A Labor and Material Bond will be required in an amount of the full contract price.

4. PROPOSED PRODUCT SPECIFICATIONS

Contractor shall submit the proposed list of major products proposed for use, with name of manufacturer, trade name, and model number of each product attached with the Cost Proposal Form.

SECTION D

COST PROPOSAL FORM

A. In compliance with the Invitation to Bid and subject to all of the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish and deliver the item(s) for which prices are quoted, at the prices set opposite each item. Delivery to be made as specified.

B. The following Bid is hereby made to the City of Seminole, Florida, hereinafter called the CITY. Bid is submitted by:

C. The undersigned, as Proposer, hereby proposes to complete the work in accordance with the contract documents for the following price(s):

\$ _____

Total Proposal (in words): _____
_____ **dollars.**

Will you be able to complete the work as specified? _____

The undersigned agrees to deliver the above noted products, F.O.B., Seminole, Florida, in accordance with the Invitation to Bid, Specification, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, dated _____ 2023.

Date

Name of Company

Proposer's Signature

Address (Mailing)

Name/Title

City, State and Zip Code

Federal Employer I.D. # (FEID)

(Area Code) Telephone Number

Email Address

(Area Code) Fax Number

SECTION E

SIGNATURE ACKNOWLEDGEMENT FORM

To: City of Seminole, a Political Subdivision of Pinellas City and the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Invitation to Bid and certify that I have read and understand the bid documents. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Vendor. In submitting a bid to the City of Seminole, the Vendor offers and agrees that if the bid is accepted, the Vendor will convey, sell, assign or transfer to the City of Seminole all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Seminole. At the City of Seminole's discretion, such assignment shall be made and become effective at the time the City of Seminole tenders' final payment to the Vendor.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME AND TITLE (TYPED/PRINTED)

CITY, STATE and ZIP CODE

(AREA CODE) TELEPHONE NUMBER

TOLL-FREE NUMBER

(AREA CODE) FAX NUMBER

SECTION F

VENDOR REFERENCE FORM

Please provide three (5) references of recent projects that are similar in specification as described in Section B.

Business or Agency Name: _____

Services or Project Provided:

Contact Person: _____

Telephone: _____

Email: _____

Date Services Were Provided: _____

Business or Agency Name: _____

Services or Project Provided:

Contact Person: _____

Telephone: _____

Email: _____

Date Services Were Provided: _____

Business or Agency Name: _____

Services or Project Provided:

Contact Person: _____

Telephone: _____

Email: _____

Date Services Were Provided : _____

Business or Agency Name: _____

Services or Project Provided:

Contact Person: _____

Telephone: _____

Email: _____

Date Services Were Provided: _____



Business or Agency Name: _____

Services or Project Provided:

Contact Person: _____

Telephone: _____

Email: _____

Date Services Were Provided : _____

SECTION G

**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
FLORIDA STATUTES, SECTION 287.133(3)(a)**

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

1. This sworn statement is submitted to _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

2. 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 bid 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.
3. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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 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.

5. I understand that a “person” as defined in Paragraph 287.133(1)(a), 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 bids or applies to bid 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.
6. 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____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 SECITON 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 _____, 2023.

Personally known _____ or produced identification _____.
(Type of identification)

State of Florida
City of _____
My commission expires _____

(Notary Public)